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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Colonial Stock Act, 1900.

FROM A notice which we print elsewhere, it will be seen that Victorian Government 4 per cent, Consolidated Inscribed Stock (1940-1960) has been added to the investments authorized by the Trustee Act, 1893, subject to the restrictions imposed by section 2 (2) of that Act.

Poor Litigants.

WE PRINT elsewhere the draft rules with respect to proceedings by, and against, poor persons which are to be substituted for the rules recently issued.* The scheme of the rules continues the same. £50 remains as the ordinary limit of means, but this may be raised to £100 if the judge *personally*—a new requirement—under special circumstances directs. Lists of solicitors and counsel (1) willing to report on cases, and (2) willing to be assigned to assist poor persons, will be kept; but under the revised rules only in London, and, on application, lists will be furnished to the District Registries of the solicitors and counsel willing to act in the districts. A person admitted to take or defend proceedings as a poor person will not be liable for court fees, and no person may agree to take fees from him; and the provision in the former rules for the payment of remuneration to solicitors and counsel out of public funds is materially altered. Any such payment is restricted to out-of-pocket expenses of solicitors. And though, where a substantial amount is recovered, costs may be allowed to the solicitors, this is not to include fees to counsel. The rules are not to apply to bankruptcy proceedings or to criminal matters, except where the proceedings of a court of summary jurisdiction are called in question. On the other hand, they are to apply to divorce and matrimonial matters and to Crown matters. The provision authorizing the persons inquiring into a case to invite the attendance of the opposite party has been withdrawn. And a new provision is introduced that, in considering whether a person is to be admitted as a poor person, regard is to be paid to sections 65 and 66 of the County Courts Act, 1888, under which actions fo contract up to £100 and actions of tort can, in certain cases,

be remitted to the county court. The chief point in the alterations seems to be that counsel cannot, in any event, get fees.

The Draft Trade Union Act Rules.

WE ALSO print elsewhere a set of draft rules under the Trade Union Act, 1913. The object of this Act, it will be remembered, is to reverse, subject to certain restrictions, the decision in *Amalgamated Society of Railway Servants* v. *Osborne* (1910, A. C. 87), under which the funds of trade unions could not be applied for political purposes. Section 2 (1) defines a trade union as "any combination, whether temporary or permanent, the principal objects of which are, under its constitution, statutory objects," *i.e.*, the objects mentioned in section 16 of the Trade Union Act, 1876; and section 3 defines the extent to which the application of funds to political objects may be allowed. Section 2 (2) requires the Registrar of Friendly Societies to determine, subject to an appeal to the High Court, whether a society is entitled to be registered. Under the rules now issued, such appeals will be brought in the Chancery Division, and will be commenced by originating notice of motion within two months of the decision of the Registrar, or such further time as the court allows.

The Admission of Women as Solicitors.

THE Court of Appeal have affirmed (*Times*, 11th inst.) the decision of JOYCE, J., in *Bebb* v. *The Law Society* (57 SOLICITORS' JOURNAL, 664) that the Law Society is not bound to admit women to its examinations, and have done so on the obvious principle that, as the Master of the Rolls observed, it is the function of the courts to ascertain the law, and not to legislate. The definition clause in section 48 of the Solicitors Act, 1843, by directing that words importing the masculine gender shall extend to females, undoubtedly lays a foundation for the argument that women are as much within the Solicitors Acts as men; but definition clauses are intended to facilitate the drafting of statutes, and not to introduce fundamental changes in the law. There has, as is well known, been a long and uninterrupted usage confining the functions of attorneys and solicitors to men. "Such usage," said COZENS-HARDY, M.R., "is the foundation of the greater part of the common law, and the courts should be very loth to depart from anything supported by long usage." He relied on this, rather than on the contention that the office of a solicitor is a public office, and is therefore confined to men. The definition clause in the Act of 1843 was not intended to introduce such a fundamental change as the opening of the profession to women. Into the merits of the question the Court of Appeal did not go, and for the present purpose they are not relevant. If women are to be admitted, this must be on a proper consideration of the matter, and not by the unexpected effect of an interpretation clause.

Lord Erskine.

THE DEATH of Lord ERSKINE, himself a member of the bar, will turn the thoughts of many English lawyers to his ancestor, the first Lord ERSKINE, the distinguished advocate. Of the powers of THOMAS Lord ERSKINE it seems to have been difficult to speak with moderation. We are told by one of the most eminent of his legal contemporaries that as an advocate no language could exaggerate his merits—cautious, wary, astute, clear in his discernment, and almost infallible in his judgment; no point that could really serve his client was unobserved, no topic that could advance his cause omitted. His oratory approached more nearly to perfection than any other. Besides the merit of perspicuity, correctness and ornament, it had a music and rhythm altogether peculiar to it which gave it, even in reading, a singular grace and energy. SHERIDAN used to say of him, "ERSKINE in his gown and wig has the wisdom of an angel." One fact in support of the testimony to the pre eminence of ERSKINE may be discovered by anyone who will refer to the first volume of the nisi prius reports of Mr. ESPINASSE, and who will compare them with the newspaper reports at the present day. Our suitors are no doubt represented by eminent counsel, but no one name is conspicuous over the rest. In the reports of Mr. ESPINASSE it is difficult to find one case in which ERSKINE is not engaged as counsel.

Sir Harry Poland on Circuit Reform.

ONE good result which has followed from Mr. Justice AVORY'S somewhat dictatorial methods of imposing his views upon magistates is the renewed interest which has manifested itself among lawyers in the vexed question of circuit reform. Sir HARRY POLAND, our veteran authority on criminal procedure, who filled with great distinction for many years the office of Senior Treasury Counsel at the Old Bailey, has returned to the attack—in favour of his scheme of circuit reform—in a series of letters to the *Times*. His remedy is a reasonable compromise between that of Mr. Justice AVORY and the zealots for trial by quarter sessions, on the one hand, and that of old time circuiteers who desire no alteration in existing arrangements on the other hand. Sir HARRY points out that, with our limited number of common law judges, to which we may add the heavy burden of judicial work imposed by the creation of a Criminal Appeal Court, it is no longer practicable for the average judge to go on assize without a serious interruption of High Court work. This is particularly so in the case of judges who have a special sphere, such as the Bankruptcy and the Commercial Court judges, and in the case of the Lord Chief Justice who ought to preside, whenever possible, over the Divisional Court and the Court of Criminal Appeal. Indeed, even in 1851, as appears from a passage in Lord CAMPBELL'S Diary, that newlyappointed Lord ChiefJustice found circuit going very much of a nuisance. This is how he writes about it:—

> "I wish I could get rid of my circuits, of which I am heartily sick. I have no taste for the pleasure which Mr. Justice ALAN PARK relished so intensely to the last portion of his existence, in meeting the sheriff and being trumpeted into the assize town; in walking up a cathedral clothed in scarlet, under the gaze of boys and old women; or in lecturing the Grand Jury; and my spirit almost dies away when I think that I am to pass the remainder of my days in hearing witnesses swear that the house was all secure when they went to bed, and next morning they discovered that the window had been broken and their bacon was gone."—Life of Lord CAMPBELL, Vol. 2, p. 295.

For all this Sir HARRY POLAND has a simple remedy. He proposes to make much more use of Commissioners. His view is that every assize should be opened by a Commissioner, who should charge the Grand Jury, try the lesser cases, and leave only the most serious indictments (such as those involving capital or corporal punishment, we presume) to be tried by the judge. On many circuits no judge would be required at all in nine out of ten assize towns, and an incalculable saving of judicial time would in this way be effected.

The Illegal User of Weapons.

THE ISSUE of a Proclamation in Council forbidding the importation of arms into Ireland reminds us that there are still seven statutes in existence, apart from Excise regulations or game laws, which aim at preventing the mischief of a hasty resort to arms on the part of private persons. The oldest of these statutes is that given in RUFFHEAD'S collection as 7 Ed. I., stat. 1, but ascribed by the official Chronological Index to the reign of Edward II., which enacts that "None shall come armed to Parliament." When one reflects on some parliamentary episodes of very recent years which have not added to the dignity of that great assembly, one feels glad that this statute has long ago succeeded in being completely observed by all persons: otherwise there have been moments in the House of Commons when, as Napoleon III. said of his soldiers, the "chassepots" might have "gone off of themselves." But after forbidding its own members to run into temptation of this sort, the Legislature soon felt the necessity of imposing a like restraint upon the public at large; and in the reign of Edward III. two statutes, which dealt with this mischief, became law. The first, which was passed at the beginning of Edward's reign (2 Ed. III., c. 3), forbade the carrying of weapons "in affray of the peace"; and twenty-three years later another statute (25 Ed. III., stat. 5, c. 2) made it felony for men to ride armed at night and secretly,

with the intention of attacking a body of foemen. After this there is a long gap in legislative attempts to curb violence; probably the Wars of the Roses and the Civil Wars put out of men's thoughts any attempts even to enforce the existing Acts, much less to extend them. But after the "Glorious Revolution" of 1689, the second session of the new Parliament at once passed a statute to regulate the rights of subjects to carry arms for defence (1 Will. and Mary, Sess. 2, c. 2). Again we have a gap of two centuries. Then in 1872 the Licensing Act of that year made it an offence punishable with one month's hard labour for a drunken person to be found in possession of loaded firearms (section 12)—a provision much needed for the public safety, but not very often put into force. Then two Customs Acts, passed in 1879 and 1900 respectively, prohibited the exportation and importation of "arms, ammunition, gunpowder, military and naval stores," when applied to any area by a Proclamation or Order in Council (41 & 42 Vict., c. 21, s. 8; and 63 & 64 Vict., c. 44). It is from these statutes that the recent Proclamation in Council derives its legal validity. Another Act, which is of earlier date than the last three, namely, the Unlawful Societies Act of 1820 (60 George III. and 1 George IV., c. 1), prohibits unlawful meetings for purposes of drilling, and so indirectly restricts the user of weapons by private citizens. From this summary it will be seen that our statute law is by no means deficient in provisions for compelling citizens to accept the arbitrament of law in preference to the arbitrament of private war.

Divided Courts.

THAT A "house divided against itself cannot stand" is a proverb of more than merely Scriptural importance. In the world of jurisprudence it receives its interpretation in the doctrine that, when a court is equally divided, it can give no positive decision; its judgment must leave the *status quo ante* untouched. Thus when the legal House of Lords is equally divided on an appeal the "non contents" have it, and the judgment appealed against is allowed to stand. But it remains as an authority, not of the Highest Court, where the proceedings end in the futility of a divided vote, but merely of the court below. When a bench of justices is equally divided a similar principle prevails: the summons is dismissed. And at meetings of boards or local authorities, unless the chairman has a casting vote, as he usually in fact does have, then upon an equal division of members no conclusion can be arrived at. But of late years an exception to this sound and sensible rule has grown up in the Divisional Court. There was a time, prior to the Judicature Acts and in the early days of the new procedure, when a Divisional Court really consisted of a whole division—*i.e.*, all the judges in either the King's Bench, Exchequer, or Common Pleas Courts, or, from 1873 to 1879, all the judges in the corresponding divisions. At most, one or two judges would be absent in circuit time. But the fusion of three divisions into one rendered impracticable a full court after 1879, and owing to the increase of litigation at a greater rate than the statutory increase in the number of judges, Divisional Courts soon got cut down to three or even two judges. For the last twenty years two judges have frequently sat in that court; and, of course, have often differed in opinion. When that happens the appeal should be dismissed. But when the senior judge was in favour of allowing the appeal, it looked as if he had been overruled by his junior; and this nice consideration for seemliness and judicial feeling led to the adoption in practice of a different rule. The junior judge would withdraw his judgment in deference to the opinion of the senior, and give his voice for a decision he believed wrong! As the junior judge, when he dissents from his colleague, usually delivers his judgment first, the not very edifying result was arrived at of a judge solemnly voting against a rule of law he had just enunciated and defended! Of course, if the junior judge desired to allow the appeal, then this course made no difference; in any case, on a division of opinion the appeal would have been lost. But when he desired to dismiss the appeal, this rule of etiquette led to a decision being registered which was the exact opposite of that arrived at by following the proper course. It is impossible to justify such a consequence as this by any considerations of delicacy or etiquette, and we are glad to see that in some recent cases junior judges have had the courage of their opinions and have adhered to their judgments.

Alexander Hamilton's Duel.

AN ESTEEMED correspondent has furnished us with the following additional comments upon the famous duel in which ALEXANDER HAMILTON lost his life, and upon which we had a note last week. HAMILTON, as our readers are aware, was not only leader of the New York Bar during the greater part of his life, but is nowadays generally recognised as the real draftsman of the American Constitution, as well as one of the half-dozen really great jurists whom the United States have produced. We considered it strange that so great a man should risk his life in a mere electioneering dispute with an opponent of indifferent reputation. Our correspondent, however, points out that we have underrated both the magnitude of the occasion and the value of HAMILTON'S opponent. Colonel AARON BURR, by whose hand he fell, was the leading democrat of his day in New York State and rivalled in influence the famous JEFFERSON—author of the "Declaration of Independence" and the leader of the democratic or republican party, for these two designations, now symbols of opposing parties, were then alternative names for the popular party in America. BURR, however, was a democrat of more advanced views than JEFFERSON, who was a Virginian landowner and slaveholder, so that he shared the common fate of advanced politicians—he was commonly accused of being a rogue and a self-seeking adventurer. It is true that, like most radicals of his day, BURR imitated the dissipated ways of CHARLES JAMES FOX; but this was, on his part, very largely an affectation; there is no real reason to doubt that he was a sincere and disinterested politician. Again, the duel in which he faced HAMILTON arose out of much more than a mere electioneering dispute. Both men had long foreseen it, and HAMILTON probably forced it deliberately to silence a hated rival. For HAMILTON was essentially an "Aristocrat" in sympathies, a member of the old Federal Party which desired to maintain a freehold franchise and an oligarchic system in America, and was even suspected of intriguing to restore monarchy with GEORGE WASHINGTON as Patriot King. He was the soul of the Federal Party, which, without him, was nothing, and vanished into atoms immediately after his death; and at all periods of his career he hated and was hated by his republican opponents with a bitterness now unknown to politics. President WOODROW WILSON, no mean authority, recently described HAMILTON as a "very great man," but not a great "American." He was false to the democratic spirit of the New World. And TALLEYRAND, who knew him intimately when Ambassador to the States, said that he was a feudal European "who had never seen Europe." Out of this fundamental antagonism came the duel that destroyed him.

Landlord's Liability to Occupiers.

THE CONFLICTING claims of *Miller* v. *Hancock* (1893, 2 Q. B. 177), and of *Cavalier* v. *Pope* (1906, A. C. 428), caused difficulty to Mr. Justice RIDLEY in the recent case of *Dobson* v. *Horsley* (*Times*, 8th inst.). Unable to decide which of those different (but in no way conflicting) rules laid down by those leading cases applied to the actual facts before him, he seems to have preferred the latter case, because it is a decision of the House of Lords, and so decided in favour of the defendants. The plaintiff was an infant who resided with his father in a room, one of four in a small house belonging to the defendants and let out to various tenants, one of whom was the defendant's father. On the area, common to all the demised rooms, the railings were defective in a way which the jury found to be dangerous; and through a gap in these defective railings the infant plaintiff fell. Now, whatever may be the contractual relations and the implied warranties between the tenant and the landlord, it is clear that they are not relevant to the infant's claim; for he is a stranger to the contract between landlord and tenant, and so cannot avail himself of any contractual default in making repairs on the part of the landowner (*Cavalier* v. *Pope*, *supra*). His remedy must be a claim in tort, either for negligence or for nuisance. But

his remedy in the case of negligence is against the occupier of the premises, not the owner; and the latter is not liable for a nuisance unless it was in existence when he demised the premises (*ibidem*). If, then, the present case really depends on the principles laid down in *Cavalier* v. *Pope*, the infant could have no claim against the landlord. But in that celebrated case, the dangerous defect which caused injury to the plaintiff was inside the demised premises, and so in the occupation of the tenant, not the landlord. Different considerations, however, apply when a landlord lets out to tenants a series of flats, himself retaining control over the staircase and corridors; he is then liable to lawfully invited persons who suffer injuries through the defective state of the staircase and corridor; for of these the owner remains occupier (*Miller* v. *Hancock*, *supra*). Had the area railings in the present case been part of the corridors to a block of flats, plainly the owner of the block would have been liable to the infant plaintiff on the principle of the last named case. But in actual life there is a possible borderland between cases like *Cavalier* v. *Pope* and *Miller* v. *Hancock*; it is not always easy to say whether or not the owner remains in occupation of some common region in a house let out to several tenants. The question, indeed, is one of fact, and we do not think Mr. Justice RIDLEY need have disturbed the jury's verdict, which was in the infant plaintiff's favour.

The Despatch of Business in the King's Bench Division.

THOSE WHO search for a reason for the unusual progress during the present sittings in the hearing and determination of causes in the King's Bench Division may possibly have no better success than those who have entered upon similar enquiries at different periods of our legal history. In the autobiography of Lord ABINGER, that eminent *nisi prius* leader informs us that he got up his cases by means of a short consultation with the junior counsel, and that if he had attempted to read the masses of papers delivered in each case he would not have had time to read one in five, applying the whole period of his absence from court to that duty alone. He adds that the case would have been very different at the time when he wrote. The number of causes then tried in a day seldom amounted to half a dozen of all sorts on an average. But Lord KENYON and Mr. Justice BULLER disposed with ease of twenty-six in a day, and Lord ELLENBOROUGH'S average was twenty. Lord ABINGER does not pretend to assign the causes of this difference, but says that the labour of the sittings, though much shorter, was more severe in his early days, while it lasted, than it had ever been since. It is quite possible that in the present reign, when it is not usual to put even half a dozen cases in a list, the labour is less severe than in the last century, especially as the lists were then swelled by cases which would now be entered in the county courts. At the same time we believe that it is the opinion of counsel whose experience goes back for many years that cases are now tried with greater patience and with more satisfaction to the suitors than in the days of the late Queen Victoria.

Survivorship of Trusts.

WITH reference to the question raised by "E. S. W." last week (*ante*, p. 117) with respect to the operation of section 8 of the Conveyancing Act, 1881, we are informed that the restriction to which he takes exception was intentional, but we must further postpone the consideration of the justification for this course.

In the City of London Court, on Wednesday, Mr. A. E. Nelson, the leader of the Admiralty Bar practising at the Court, said that as that was the last day on which Judge Lumley Smith would be sitting in the Admiralty Division, he desired to say how much they regretted his retirement. The Bar desired to thank the learned Judge for the kindness and courtesy which he had always displayed, and they hoped in his retirement he would have good health and length of days. Judge Lumley Smith said he had always enjoyed the occupation of his office at the Court, and especially the Admiralty part of it. The Court had had the greatest assistance from the Bar as well as from the nautical assessors in arriving at its judgments. "I am sorry to go," added the Judge, "but I am very much obliged to you all."

Conditions on Railway Tickets.

II.

It will be seen from the sketch we have given of the origin of the carrying powers of railway companies that a railway company's status is a mixed one, at least in origin; it is a cross between the toll-taker of a turnpike road and a carrier of passengers as well as goods. The confusion of these two capacities leads to confusion in the conception which the cases show as the true nature of the contract between company and passenger, as well as to the nature of the company's liability in tort for negligence or nuisance. The earlier idea did not regard the relationship as one of contract at all; the later idea treats it as a contract of carriage. The old idea was that the undertaker was fulfilling a statutory obligation for which he could charge a statutory toll, although the parties might, if they chose, turn the relationship into contract by making a "special contract," such as a "consignment note" in the case of goods. The modern idea is that every conveyance of passengers or goods is a free contract between company and client, except that the company must provide reasonable facilities; failure to provide which, however, does not give the client a right of action against them, but merely exposes them to statutory penalties, and possibly to proceedings for revoking their statutory powers analogous to a *scire facias* in the case of chartered companies. The result of these two different conceptions, one based on statutory obligation and the other based on free contract, is that to this very day it is not clear which of the two parties is regarded as making the "offer" necessary to the idea of a contract, and which is regarded as "accepting" it. Does the company make a "continuing offer" to carry passengers upon the terms and conditions contained in its time-tables and regulations, which the passenger accepts when he boards a train or asks for a ticket? Or does the passenger initiate the contract by making an "offer" when he requests a ticket at the booking office, and does the company "accept" that offer when the booking clerk takes his fare and hands him a ticket?

No judge, so far as we know, has faced this question of who initiates the contract. It is a very important one, for it affects vitally the question of conditions annexed to the contract. If the company initiates the contract by a "continuing offer" contained in its tables, it would seem that it can impose what conditions it likes provided the attention of the public is clearly drawn to them. This would seem to be the reasoning which resulted in the view that the "reasonableness" of conditions imposed upon passengers is irrelevant; that only the "notice" matters, which view prevailed in *McCawley* v. *Furness Railway Co.* (1872, L. R. 8 Q.B. 57). But, on this view, it ought not to matter whether or not the passenger's ticket says anything about the conditions. He accepts the offer before he gets the ticket, and what it says ought to be irrelevant. But that view has not prevailed owing to the confusion of mind upon this issue of "offer" and "acceptance." It has been held that when a passenger takes a ticket, the conditions governing his contract must be clearly intimated upon the ticket (*Henderson* v. *Stevenson*, L. R. 2 H. L. Sc. 470), a doctrine which surely can have no meaning unless the passenger's request for a ticket is the "offer" which initiates the contract. At present, confusion on this issue is so complete in every decided case that it is quite hopeless to lay down any logical rule as to the way in which conditions on tickets become binding on the passenger.

Lastly, a word may be said about the ticket itself. Many cases treat it as if it were the contract between the parties—a sort of written agreement analogous to a consignment note in the case of goods. But this view is almost certainly bad law. In the leading case, *Henderson* v. *Stevenson* (*supra*), both Lord CHELMSFORD and Lord HATHERLEY emphatically express a different view. "It does not require the exchange of a ticket for the passage money," says the former, at p. 477, speaking of the contract, "the ticket being only a voucher that the money has been paid." And in a passage, at p. 479, which the reporter thinks sufficiently authoritative to quote in the headnote, Lord HATHERLEY says: "A ticket is in reality in itself nothing more than a receipt for the money which has been paid." It follows,

that the common habit of speaking about the "taking of a ticket" or "purchasing a ticket" is, juristically, very misleading; the getting of a receipt is evidence that one's contractual obligation has been performed, not the initiation of a contract.

One would expect, then, that nothing which appears on the ticket could modify the contractual rights between the parties; for the obligation must precede in existence both the performance of his contractual duty by one party to it and the other party's acknowledgment of the performance. But, in fact, this view has not prevailed. It has been held, even in the very case in which those views were expressed, and by the judges who expressed them, that statements on the face of a ticket do operate as notice to the passenger of conditions to which they clearly refer. The only way to make this view, which is undoubtedly good law, consistent with the doctrine that a ticket is merely a receipt for the fare, seems to us to be the following: Conditions printed on a ticket may be evidence as to the terms of the bargain between the parties: such evidence would be of the nature of an "admission" by the party receiving the ticket that he knew and assented to certain conditions therein referred to, contained in the company's "continuing offer" to carry him, which he accepts when he pays his fare. This view is the only one we can think of to reconcile the two apparently inconsistent functions which a ticket serves in connection with the contract of carriage; and even this principle is not altogether satisfactory. It is to be hoped that, at an early date, some additional light will be thrown on the status of passenger tickets by the discussion in the Court of Appeal and the House of Lords of analogous questions arising out of the tickets issued to steerage passengers on the "Titanic." These tickets are issued under the Merchant Shipping Act, but the general principles should be the same in cases of each class.

The Real Property and Conveyancing Bills.

The Proposed Changes in Registration of Title.

VI.

Rectification and Indemnity.—The power of rectification of the register is essential to any system of registration of title, and the question is against what persons and on what terms the power is to be exercised. This at present depends on sections 95 and 96 of the Land Transfer Act, 1875, and on section 7 (2) of the Act of 1897. But the Act of 1875 made no provision for indemnifying a person who was deprived of his land by rectification of the register or by an entry on the register, and it was one of the chief objects of the Act of 1897 to supply this omission. This was done by section 7, which in certain cases gave a right of indemnity, and by section 21, which provided for the establishment of an insurance fund. To the system thus established there have been various objections, in particular that the facilities for rectification were too restricted, and that claims to compensation were not recognized with sufficient liberality.

The first objection was based on the language of section 95 of the Act of 1875, which is in these terms:—

> Sect. 95. Subject to any estates or rights acquired by registration in pursuance of this Act, where any court of competent jurisdiction has decided that any person is entitled to any estate, right, or interest in or to any registered land or charge, and as a consequence of such decision such court is of opinion that a rectification of the register is required, such court may make an order directing the register to be rectified in such manner as it thinks just.

Thus the rectification could only be made subject to any estates or rights acquired by registration, and it followed that there could be no rectification so as, for instance, to deprive a transferee for value from a registered absolute proprietor of the estate which he obtained under section 29; and so long as there was no indemnity fund, this, of course, was essential. The State gave him a guaranteed title, and it could not allow the title to be taken away. Similarly, section 96, which enables a person aggrieved by an entry or an omission in the register to apply for rectification, contains the same restrictive words, "subject to any estates or rights acquired by registration." The respective sphere of operation of the two sections are not altogether clear, but apparently section 95 applies to errors due altogether to persons outside the registry, and section 96 to errors for which the registry is in some way responsible (*see* Brickdale and Sheldon's Land Transfer Acts, 2nd Edition, p. 232). To the above sections an addition was made by the Land Transfer Act, 1897. It provided by section 7 (1) that in cases of error or omission in the register, or of an entry being procured by fraud or mistake, and of the error, omission, or entry not being capable of rectification under the Act of 1875, then the person suffering loss should be entitled to indemnity; but this was followed by the proviso:—

> Section 7 (2).—Provided that where a registered disposition would, if unregistered, be absolutely void, or where the effect of such error, omission, or entry would be to deprive a person of land of which he is in possession, or in the receipt of the rents and profits, the register shall be rectified, and the person suffering loss by the rectification shall be entitled to indemnity.

This provision does not contain the qualification in sections 95 and 96 of the Act of 1875, and apparently allows a rectification to be made, even against a transferee for value; where, for instance, a person has been registered as proprietor under a forged transfer.

The general effect of this scheme of registration has been considered by the courts, notably in *Gibbs* v. *Messer* (1891, A. C. 248): *Capital and Counties Bank* v. *Rhodes* (1903, 1 Ch. 631); and *Attorney-General* v. *Odell* (1906, 2 Ch. 47). But it will be convenient first to state the changes which are proposed by the Real Property Bill. These are to be found in clause 71 and in paragraph 26 of Sched. V., Pt. 1. The latter provision is brief, but effective:—

> Sched. V., Pt. 1, par. 26:
>
> For the words "subject to any estates or rights acquired by registration in pursuance of this Act" respectively contained in sections ninety-five and ninety-six the words "subject to any express provisions of the Acts to the contrary" are hereby substituted in those sections.

Thus the restriction imposed on the operation of sections 95 and 96 is removed, and the way is left for a more liberal application of the power of rectification; and then clause 71 states the extent to which this power is exercisable:—

> Sect. 71.—(1) The register may be rectified pursuant to an order of the court or by the registrar, subject to appeal to the court, in any of the following cases, but subject to the following provisions:—
>
> (*a*) In any of the cases mentioned in sections ninety-five or ninety-six of the Act of 1875 (as amended); and
>
> (*b*) In any case and at any time with the consent of all persons interested; and
>
> (*c*) Where the Registrar is satisfied that the registration of any person as first proprietor of land, or of a charge, mortgage, or other interest, or that any notice or other entry in the register for protecting any estate, right, or interest has been obtained by fraud, by annulling the registration, notice or other entry; and
>
> (*d*) Where two or more persons are, by mistake, registered as proprietors of the same freehold or leasehold land or of the same charge, mortgage, or other registered interest, by cancelling one or more of the registrations; and
>
> (*e*) In any other case where, by reason of any error or omission in the register, or by reason of any entry procured by fraud or made under a mistake, it may be deemed just to rectify the register.

Thus the power of rectification includes the cases mentioned in sections 95 and 96, and goes beyond them. Paragraph (*b*) provides for rectification by consent; paragraph (*c*) appears to provide that where a first registration has been obtained by fraud the Registrar may annul it, though the language at the end is not quite clear; paragraph (*d*) provides for rectification of a duplicate registration; and paragraph (*e*) gives a general power of rectification. Paragraphs (*c*) and (*d*) carry out the specific recommendation of the Land Transfer Commission that provision should be made for annulling or rectifying a registration which is obtained by fraund, and for dealing with the case of the registration by error of two persons in respect of the same land (Recommendation 18). The next sub-clause is consequential on the alteration in sections 95 and 96, and provides

expressly that rectification may be made against rights protected by registration. Sub-clause 3 is important, and should be quoted:—

Clause 67 (3):

> The register shall not be rectified, except for the purpose of giving effect to an overriding interest, so as to displace the title of the registered proprietor of the land who is in possession or in receipt of the rents and profits thereof, unless such proprietor is a party or privy or has caused or substantially contributed, by his act, neglect, or default, to the fraud, mistake, or omission in consequence of which such rectification is sought, or unless the immediate disposition to him was void, or the disposition to any person through whom he claims (otherwise than for valuable consideration) was void, or unless for any other reason, in any particular case, it is considered that it would be unjust not to rectify the register against him.

Thus while the power of rectifying the register is extended so that it may be rectified in a proper case, even as against a purchaser, yet the underlying principle is that the title of a proprietor who is in possession shall be maintained. We shall state next week the provisions as to indemnity, and then consider the joint effect of the rectification and indemnity clauses.

[*To be continued.*]

Reviews.

Books of the Week.

Companies.—The Secretary's Manual on the Law and Practice of Joint Stock Companies, with Forms and Precedents. By James Fitzpatrick, F.C.A., and T. E. Haydon, M.A., Barrister-at-Law. Fifteenth Edition. Jordan & Sons. (Limited). 7s. 6d. net.

Valuation.—Valuations and Compensations. A Text-book on the Practice of Valuing Property and on Compensations in Relation Thereto, for the Use of Architects, Surveyors, and Others. By Professor Banister Fletcher. Fourth Edition. Revised, re-written, and greatly enlarged, with new chapters on the Finance Act, 1909, Valuation for Rating, Mortgage, and Other Purposes, by Banister Flight Fletcher and Herbert Phillips Fletcher, Barristers at-Law. B. T. Batsford. 7s. 6d. net.

Land Duties.—Finance (1909-10) Act, 1910, and Amending Acts. Notes on Test Cases. The Land Union. Price to non-members, 6d.

Correspondence.

Committal to Assizes or Sessions.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—When quarter sessions are held some weeks after the assizes, and bail cannot properly be granted to the accused, magistrates' clerks are now placed in a very unenviable position. I advise a committal to the sessions. The prisoner may be acquitted (who is venturesome enough to prophesy what a jury will do?), and questions asked in Parliament, drawing attention to an innocent person having been kept so many weeks in prison before his trial; and the Home Secretary may well answer that the committing justice or his clerk is to blame for ignoring the advice and instructions of the Home Office. Advise a committal to the assizes, and some of the judges may penalize the prosecuting solicitors and make adverse comments on the committing justice and his clerk.

In 1896 the Home Office sent out a circular to all magistrates' clerks, stating that, at a recent "council of the judges of the Supreme Court" this question had been considered, and, going on,

> "Their lordships are far from suggesting that this fact," *i.e.*, of assizes preceding the sessions, "if the interval between the assizes and the next practicable court of quarter sessions is considerable, ought not to be taken into account by the committing justices, but they are of opinion that when the interval is inconsiderable, the justices ought to avail themselves of the powers given by the Assizes Relief Act much more frequently than they appear to do; and that they certainly ought to avail themselves of them, in the absence of some special circumstances, when a person accused of a charge triable at the sessions can properly be admitted to bail."

My working rule has been to commit all sessions cases to the sessions except when the interval is considerable *and* no bail can properly be granted, and I consider it is a proper observance of the rule of the judges in council.

You have drawn attention to the observations of Mr. Justice Avory.

May I remind you of the remarks of Mr. Justice Pickford at the Birmingham Assizes in November, 1909? In 54 Solicitors Journal page 87, appears the following paragraph:—

> "Mr. Justice Pickford, addressing the grand jury, said that he noticed that the depositions in many cases were endorsed with this note—'The case has been committed here because the assizes have happened before the quarter sessions." That seemed to him to be quite right. If there was to be an assize between two quarter sessions, there was no reason for keeping prisoners in gaol until the next quarter sessions."

And he pointed out the advisability of judges having practical experience in disposing of small cases, as they had to deal with such convictions in the Court of Criminal Appeal.

This difference of opinion seems very undesirable, and I consider that the question should now be reconsidered at another council of His Majesty's judges, when a new rule of equal authority to the old one might be laid down. Any new ruling would be heartily welcomed and loyally observed by magistrates' clerks throughout the country. Failing this, let us hope that some working rule may without delay be framed by the Royal Commission on Delays in the King's Bench Division, and brought into effect.

Dec. 9. A Magistrates' Clerk

County Court Costs.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Permit me to thank Messrs. Chester and "Country Solicitor" for their letters in your current issue. On taxation of my solicitor and client bill to-day, the county court registrar held, under order 53, r. 18 (County Court Rules), that I was entitled to costs on the scales appropriate to amounts of claim and counter-claim as originally filed, without regard to the amounts respectively recovered thereon.

I do not anticipate that his decision will be reviewed.

Dec. 9. H. A.

Re National Insurance Act and the Liability of Employers.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In view of the correspondence and article recently published in your journal, it is interesting to note the decision of his Honour Judge Spencer Hogg, in the case of *Travis* v. *Ballinger*, in the Rochdale County Court, on the 28th ult., to the effect that an employer has no right to make any deduction from the wages due to a servant who is in receipt of sickness benefit under the National Insurance Act of 1911. P. L. Garrett.

14, Great James-street, Bedford-row, Dec. 10.

CASES OF THE WEEK.

Court of Appeal.

Re **BLOW, Deceased. GOVERNORS OF ST. BARTHOLOMEW'S HOSPITAL** *v.* **CAMPDEN.** No. 1. 21st and 22nd Oct.; 20th Nov.

Limitations, Statute of—Executor—Leaseholds—Distribution of Assets—Liability on Leases—Administration Action—Devastavit—Trustee Act, 1888, ss. 1 (3), 8 (1) (b).

Executors who have distributed the assets of their testator among the beneficiaries, without setting aside any fund to meet contingent liabilities, including liabilities arising on leaseholds, are entitled to plead the Trustee Act, 1888, section 8 (1) (b) as a defence to any claim made against them by a creditor more than six years after the distribution of assets, and that, whether the claim be made in a common action for money had and received or in an action to administer the estate of the deceased.

Decision of Warrington, J., *reversed.*

Dictum *of* Fletcher Moulton, L.J., *in Lacons* v. *Warmoll* (1907, 2 K. B. 350, 364) *approved.*

Per Phillimore, L.J., *dissenting: Time does not begn to run against a creditor until he can sue, and as in this case the liability did not arise until* 1909, *the action was not barred by lapse of time.*

Appeal from a decision of Warrington, J. (reported 57 Solicitors' Journal, 303; 1913, 1 Ch. 360). The testator, Samuel Blow, who died in 1902, left a will and codicils under which the defendant Campden and Frederick Dawkins were appointed executors. The testator at the time of his death was possessed of certain leasehold properties known as the Peerless Pool Estate, and by his will specifically bequeathed them to his wife for her life, and after her death to his children. In October, 1902, the executors distributed the estate among the beneficiaries, who entered into covenants indemnifying them against the rents and covenants of the leases, but they did not set aside any fund to meet these liabilities. In September, 1906, Frederick Dawkins died, leaving a will. Up to the end of 1908 the income from the Peerless Pool Estate was more than sufficient to enable the rents due to the freeholders to be paid thereout, but from that date the

rack rents fell into arrear. The plaintiffs as freeholders of the property brought this action in November, 1911, for the administration of the testator's estate, seeking to make Campden liable for having distributed amongst the defendant beneficiaries portions of the testator's estate, and to require him to enforce his indemnity against them. Upon the action coming on for trial two of Frederick Dawkins' representatives were added as defendants, the remaining one, who was a beneficiary, being already a party. The representatives of Dawkins pleaded that, as against their testator, the action was barred by the lapse of over six years since the distribution of assets, under the Trustee Act, 1888, s. 8. The defendant Campden raised the same defence, but was otherwise liable as assignee of the leases. Warrington, J., decided that the Trustee Act, 1888, had made no difference to the rule laid down in *Re Hyatt* (38 Ch. D. 609), that an executor was not entitled to set up his own *devastavit*, so as to obtain the benefit of the statute, and gave judgment for an account against all the defendants. The executors of Dawkins appealed. *Cur. adv. vult.*

THE COURT, by a majority, allowed the appeal.

COZENS-HARDY, M.R., having stated the facts of the case, said it was admitted there was no fraud or fraudulent breach of trust, and no trust property or proceeds thereof retained by the trustee. In other words the present case was not within the exceptions in section 8 of the Trustee Act, 1888. There was no contractual liability between the defendants and the executors of Dawkins. But assuming that their testator was guilty of a *devastavit* in 1902, it was equally plain that such an action was barred six years after the tort was committed. Before the Judicature Act, 1873, this applied to a suit in equity as well as to an action at law: *Thorne* v. *Kerr* (2 K. & J. 54). If, therefore, plaintiffs sued on the ground of *devastavit* they must fail. It was urged, however, that the executors of Dawkins were proper parties, if not necessary parties, to the administration; that in such action they must account as from the testator's death; and that they could not be allowed to discharge themselves, by reason of their testator's wrongful act in distributing the estate in 1902. Further, they said that the present action did not fall within section 8, not being brought by a beneficiary or to recover money, but being merely a creditor's administration action, and that the lessors could not have maintained any action until 1908, and therefore ought not to be prejudiced by the lapse of more than six years. His lordship could not assent to these arguments. The language of section 8 was perfectly general, and could not be limited to an action by a beneficiary as distinguished from a creditor. An executor was a trustee as regards creditors within the definition clause. He thought the case fell within sub-section (b), the necessary effect of which often was to enable a trustee to take advantage of his own breach of trust. It would not make any difference if the action took the form of a general administration suit, in which a common account was directed. In such a case the statute would equally protect the trustee when the account was taken. Any other view would render the benefit of the Act largely inoperative. His lordship quoted with approval a passage from the judgment of Kekewich, J., in *How* v. *Earl Winterton* (1896, 2 Ch. 626, 633), stating the point in a forcible manner. The decision in the Court of Appeal in that case took precisely the same view, and the form of judgment as stated in 79 L. T. 344 proceeded on that footing. In his opinion the decree of Warrington, J., so far as it affected Dawkins' executors, must be reversed, and the action dismissed against them with costs. He understood that it was not suggested that a penny had been received either by Dawkins or the appellants as executors since July, 1906. It might sometimes be desirable to direct a full account to be taken to ascertain whether the case fell within the exceptions to section 8, but here the facts were not in dispute, and the point of law ought to be decided at the present stage.

SWINFEN EADY, L.J., delivered judgment in accordance with that of the Master of the Rolls, quoting with approval a passage from the judgment of Fletcher Moulton, L.J., in *Lacons* v. *Warmoll* (1896, 2 K. B. at p. 369).

PHILLIMORE, L.J., in the course of a dissenting judgment, said it was claimed that the appellants were protected by section 8, sub-section (b) of the Act, which said that "a trustee is to be at liberty to plead the lapse of time as a bar . . . . in the like manner and to the like extent as if the claim had been against him in an action of debt for money had and received." Rigby, L.J., in *How* v. *Earl Winterton* (*supra*) had pointed out how the analogy worked. Time began to run under the statute from the date when the money was received to the plaintiff's use, and he could sue for it. It was clear that before the Act of 1888 the form of action might make all the difference as to whether or not the Statute of Limitations could be pleaded. His lordship then considered the forms of action against an executor for the debts of his testator, and his possible defences thereto. He could not plead his own *devastavit*, and then say it happened more than six years before, and therefore that he was protected: *Re Hyatt* (*supra*). Having discussed *Lacons* v. *Warmoll* and *How* v. *Earl Winterton* (*supra*), his lordship thought neither applied. A beneficiary could sue the moment the breach of trust was committed. A creditor whose debt had not accrued had no such remedies, his time had not begun to run: *Re King* (1907, 1 Ch. 72). The case of *Re Croyden* (55 SOLICITORS' JOURNAL, 632) was one of a beneficiary, and therefore distinguishable. As the rents had only been in arrear since 1909, his lordship thought that there had not been such a lapse of time as would enable the appellants to plead the Act as a defence, and that the appeal ought to be dismissed.—COUNSEL, *A. C. Clauson*, K.C., *J. M. Gover*, and *H. S. Howard*; *J. G. Wood*; *G. Cave*, K.C., and *E. Beaumont*; *R. Wright Taylor*. SOLICITORS, *Carter & Carter*; *Taylor & Bryden*; *E. V. Huxtable*; *Wilde, Moore, Wigston, & Co.*, *Mills, Curry, & Gaskell.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

SOUTHEND-ON-SEA ESTATES CO. (LIM.) *v.* COMMISSIONERS OF INLAND REVENUE. No. 1. 1st Dec.

REVENUE—UNDEVELOPED LAND DUTY—AGRICULTURAL LAND—LEASE DATED BEFORE OPERATION OF ACT—POWER TO RE-ENTER, IF REQUIRED, FOR BUILDING—EXEMPTION—FINANCE (1909-10) ACT, 1910 (10 ED. 7. C. 8), ss. 16, 17 (5).

A lease of agricultural land valued at over £50 an acre contained a power enabling the landlords to resume possession from time to time of any portions they might require for building or other purposes. The power was never exercised during the term.

Held that the existence of the power did not bring the land within the proviso to section 17, sub-section (5), of the Finance (1909-10) Act, 1910, so as to render it liable to undeveloped land duty.

Decision of Scrutton, J., *reversed.*

Appeal from a decision of Scrutton, J., as judge of the Revenue side of the King's Bench Division on an appeal from a referee on land values appointed under the Finance (1909-10) Act, 1910. The petitioners were owners of agricultural land at Southchurch, Essex, situate about two miles from Southend-on-Sea, and in 1906 granted a lease of two farms comprising 514 acres to W. Bentall for seven years from the 29th of September, 1904. The lease contained a proviso giving power to the lessors at any time and from time to time to re-enter upon and resume possession of any part of the land comprised in the lease which was coloured blue upon the plan, in case they required the same for building or other purposes, upon giving the lessee one calendar month's notice in writing, and allowing an abatement from the rent of £2 per acre for every acre as to which the power was exercised. The lease expired in 1911 without the lessors having required to exercise the power as to any part of the land comprised therein. The land coloured blue having been valued at over £50 per acre, was assessed for the payment of undeveloped land duty for the years ending the 31st of March, 1910 and 1911. Scrutton, J., held that the case came under the proviso contained in section 17, sub-section (5) of the Act, which, after exempting agricultural land held under a tenancy originally created before the 30th of April, 1909, provides that where the landlord has power to determine the tenancy of the whole or any part of the land, the tenancy of the land or that part of the land shall not be deemed for the purposes of the section to continue after the earliest date after the commencement of the Act at which it is possible to determine the tenancy, and therefore decided that the duty was payable. The petitioners appealed.

THE COURT allowed the appeal.

COZENS-HARDY, M.R., having stated the question, said the court had nothing to do with the policy of the Act; all it could do was to construe the language, and it was for the Crown to make out that the tax was leviable. The tax was imposed for two years prior to the date when the Act was passed. Agricultural land would come within the definition of section 16 as being undeveloped land, and they had to consider the position of land which was worth over £50 an acre, but undeveloped by building. The clause contemplated the case of land in the hands of tenant under a lease dated prior to the 30th of April, 1909, and here the lease was granted in 1906, and expired in 1911. In the present case the land was admittedly purely agricultural, but there was a provision in the lease giving full liberty for the lessors to enter upon and resume possession of any part of the land coloured blue from time to time for building or other purposes. It gave the landlord a power of re-entry, but not at his own will and pleasure whenever he chose. There must be a definite purpose for which he wanted to resume possession. His lordship attached no importance to the point as to whether the words "or other purposes" were *ejusdem generis*. The Attorney-General had admitted that the landlord did not require the land for any purpose inconsistent with its agricultural occupation, therefore the right to resume possession never arose. But it was said that he had the power and might have desired to exercise it, though he had not. His lordship was unable to assent to the Crown's contention. The landlord could not at any moment during the term have resumed possession, and if he had tried to do so the tenant could have got judgment against him. *Russell* v. *Coggins* (8 Vesey 34) was a clear authority that a mere intention was insufficient. The difficulty which the Crown had not got over was that it had not shown that there was any moment of time during the term when the landlord could have resumed possession of any part of the land. The appeal must be allowed.

SWINFEN EADY, L.J., who observed that a mere volition could not amount to a definite intention, and that a person might wish to build but might not have the means, and referred to *Doe d. Wilson* v. *Abel* (2 M. & S. 541), and

PHILLIMORE, L.J., who said the power did not make the lease determinable at a month's notice unless certain conditions were fulfilled, gave judgment to the same effect.—COUNSEL, *J. A. Hawke*, K.C., and *W. Allen*; *Sir John Simon*, A.-G., and *W. Finlay*. SOLICITORS, *Dennes, Lamb, & Pearce Gould*, for *Dennes, Lamb, & Drysdale*, Southend-on-Sea; *Solicitor for Inland Revenue.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re **WILKIE'S SETTLEMENT. WADE** *v.* **WILKIE.** Sargant, J. 23rd and 24th Oct.

SETTLED LAND—PROCEEDINGS FOR PROTECTION OF—COSTS OF PROCEEDINGS "PROPOSED TO BE TAKEN" FOR THE RECOVERY OF LAND—OPINION OF COUNSEL—SUBSEQUENT COMPROMISE—PROCEEDINGS ABANDONED BEFORE ACTION BROUGHT—COSTS ACTUALLY PAID BY TENANT-FOR-LIFE—RIGHT TO BE RECOUPED OUT OF CAPITAL—SETTLED LAND ACT, 1882 (45 & 46 VICT., C. 38), S. 36.

Where certain costs had been incurred in taking the opinions of counsel preparatory to bringing an action for the recovery of possession of certain land formerly part of the settled estate, but which had been sold by predecessors in title to the property to a railway company, with certain rights to retake it in case of non-user by the company, which last event had happened; and where, as a result of the opinions of counsel, litigation was not proceeded with, but a compromise was arranged very beneficial to the estate.

Held, that these costs were costs "of any action or proceeding taken or proposed to be taken for recovery of land" within the meaning of s. 36 of the Settled Land Act, 1882 (45 & 46 *Vict., c.* 38), *and were properly payable out of capital.*

This was a summons by the trustee of a settled estate, asking whether the tenant for life was entitled to be recouped out of the capital of the estate certain costs which she had paid in obtaining the opinions of counsel for the purpose of recovering possession of the site of a reservoir adjoining and at one time forming part of the estate, but sold to a railway and canal company by a predecessor in title of the settlor, subject to a statutory proviso for redemption of possession in the event of such reservoir being disused. The result of taking the opinions of counsel was that the proposed litigation was abandoned, and that certain negotiations were entered into, and part of the site was acquired from the successor in title of the railway company by way of exchange, under the powers of the Settled Land Acts, and the settled estate was thereby greatly benefited. Counsel for the tenant for life contended that she was entitled to be recouped these moneys out of the capital of the estate, because they came within the scope of section 36 of the Settled Land Act, 1882 (45 & 46 Vict., c. 38), as "proceedings taken or proposed to be taken." Counsel for the remaindermen contended that no "proceedings" ever had been taken, the litigation having been abandoned as a result of the opinions of counsel, and that, the litigation having been abandoned, there could not now be any proceeding "proposed to be taken" within the meaning of that section, which must refer to proceedings proposed to be taken at the date of the application to the court. The following cases were referred to:—*Sheppard* v. *Sheppard* (1863, 33 Beav. 129), *Burrell* v. *Earl of Egremont* (1843, 7 Beav. 205), *Re Earl of Aylesford's Settled Estates* (32 Ch. Div. 163), *Re Ormrod's Settled Estates* (1892, 2 Ch. 318), and *Stott* v. *Milne* (25 Ch. Div. 710).

SARGANT, J., after stating the facts, said: I think this is a case in which I can properly make an order under section 36 of the Settled Land Act, 1882 (45 & 46 Vict., c. 38), or under the inherent jurisdiction of the court. There is only one small point of principle in the case. The steps which were taken never in fact ripened into "proceedings" in the strict sense of that word. Now, it is argued that *ex post facto* the court cannot sanction proceedings which have been proposed to be taken, but which were never in fact taken, and which, having been abandoned, cannot be said to be proposed to be taken now. I think this is not so. Proceedings taken are put on exactly the same footing as proceedings proposed to be taken. This decision releases me from having to consider whether the application to the commissioners under the private Act was a proceeding. Of course, the only payment that can be made out of capital must be in respect of proceedings proposed to be taken at the date when the order was made, and the bill must accordingly be referred to the taxing master for moderation. Subject to this I decide that the tenant-for-life is entitled to be recouped out of capital in respect of these payments. It is noticeable that if I decided the other way, such a decision might lead to a mischief which was never contemplated by the section—namely, the doubt as to the payment of such costs as these of taking counsel's opinion might lead to the actual taking of proceedings, in order to get the cost out of the capital, and these proceedings might prove abortive or detrimental to the estate.—COUNSEL, *L. W. Byrne; W. H. Gover.* SOLICITORS, *Woodcock, Ryland, & Parker,* for *Wade & Son,* Newport, Monmouth.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **CRAVEN. WATSON** *v.* **CRAVEN.** Warrington, J. 20th and 21st Nov.

WILL—CONSTRUCTION—TRUST FOR CONVERSION—POWER TO POSTPONE—ESTATE NOT REALISED—ADVANCES TO CHILDREN—PRINCIPLE OF ASCERTAINING INCOME PENDING DISTRIBUTION.

A testator by his will left his residuary estate to trustees to sell and convert, and to stand possessed of the proceeds on trust for six of his children in equal shares. Advances were made to children by the testator before, and by the trustees after, his death. The trustee had power to postpone realisation, and had not been able to realise the estate. For the purpose of ascertaining the annual income of the estate pending realisation and distribution, the trustees added four per cent. on the amounts advanced to children and distributed one-sixth of this amount to each child less four per cent. on the amount advanced to any child.

Held, following Re Poyser, Landon *v.* Poyser (1908, 1 *Ch.* 828), *that the method adopted by the trustees was correct.*

This was an originating summons taken out to determine the construction of the will of a testator who died on the 3rd of December, 1892. The testator, by his will dated the 22nd of November, 1892, devised and bequeathed his residuary real and personal estate to three trustees, two of whom were his sons, upon trust, to sell and convert, and to stand possessed of the proceeds upon trust for all his children, except his son J. A., who being a son or sons had attained or should attain the age of twenty-one years, or being a daughter or daughters had attained or should attain the age of twenty-one years or should marry, to be divided between them in equal shares, and he directed that all properties and investments acquired by him in the names of any of his children or advances to or for the benefit of his children should be treated as absolute gifts to such children of the properties, investments and advances which might be taken in their names individually or given to or for their benefit, and that such children should not be liable to repay to him or his estate the consideration which he had paid for the properties or the amounts that might have been allowed or invested on such securities or otherwise. He directed that in the division of his estate his trustees should equalise his children's shares as far as possible by treating all gifts to them as having been made in satisaction or part satisfaction of their shares. The testator then settled the shares of his daughters, and declared that the trustees might postpone the sale and conversion of his real and personal estate for so long as they should think fit, the income of the unconverted property to go to the persons to whom the income produced by the sale and conversion would for the time being be payable if the sale and conversion had been actually made. The testator named a list of investments upon which the moneys to be invested might be invested. The testator left no children other than J. A., two sons and four daughters. A part of the testator's estate consisted of shares in a private company called Cravens, Limited. There was no market for those shares, which were not such as the trustees were authorised to hold, and although the trustees had advertised the shares for sale, they had been unable to dispose of them. During his lifetime the testator had made advances to certain of his children, and subsequently to his death the trustees had made advances to two of his sons. In their periodical accounts the trustees had, for the purpose of dividing the income, added to the income of the actual estate in trust at 4 per cent. per annum on the advances to the children, and had then divided the total thus ascertained into six equal shares, and had paid one of such shares to each of the children, deducting in the case of an advanced child 4 per cent. on the amount of the advances to that child. The summons was taken out to determine (1) whether, upon the construction of the will, the advances made by the testator in his lifetime to certain of his children ought to be treated in the division of the testator's residuary estate as part of their respective shares of the residuary estate already received by them; (2) how the testator's residuary estate ought to be divided and how the income thereof ought, as from the date of the testator's death, to have been divided having regard (*a*) to the advances made by the testator; and (*b*) to any sums of money or portions of the residuary estate received by or advanced to any of the persons beneficially entitled to share in such residuary estate since the death of the testator; (3) whether the trustees had power to appropriate the shares in Cravens (Limited) in or towards satisfaction of the shares of the testator's children, whether settled or unsettled in the testator's estate.

WARRINGTON, J., said that he was of opinion that the method adopted by the trustees with regard to the advances was the correct one. He did not see how it was possible in this case to ascertain the value in money of each child's share as at the testator's death, and in that case the principle of division laid down in *Re Hargreaves, Hargreaves* v. *Hargreaves* (1903, 88 L. T. 100) could not be applied. He was of the opinion that the power to postpone conversion of the Craven shares applied only so long as the estate was retained as a whole, and did not extend to enable the trustees to appropriate them to the settled shares of the daughters when the estate was divided. The order would follow the terms of the first alternative in the summons in *Re Poyser, Landon* v. *Poyser* (1908, 1 Ch. 828), with the necessary adaptation. He held that there was no power to appropriate these shares in Cravens (Limited).—COUNSEL, *Younger,* K.C., and *Reeve; Upjohn,* K.C., and *Adams; Pollock; Russell,* K.C., and *Stokes.* SOLICITORS, *J. Henry Sturgess,* for *Claude Barker,* Sheffield; *Bell, Brodrick & Gray,* for *Rodgers & Co.,* Sheffield; *Tapp, Blackmore & Weston.*

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

Re **OXLEY. JOHN HORNBY & SONS** *v.* **OXLEY.** Joyce, J. 5th Dec.

ADMINISTRATION—EXECUTORS—CARRYING ON BUSINESS—RIGHT OF EXECUTORS TO INDEMNITY FOR DEBTS INCURRED—RIGHTS OF CREDITORS OF TESTATOR AND SUBSEQUENT CREDITORS OF EXECUTORS—BUSINESS CARRIED ON BY EXECUTORS FOR OWN BENEFIT.

Executors, one of whom was sole beneficiary under the will of a testator, continued to carry on the testator's business, for their own benefit, with the knowledge of, but not by arrangement with creditors of the testator's estate. The executors incurred debts while so carrying on business. On application by a creditor of the executors,

Held, that in the circumstances the executors were not entitled, in

priority to the original creditors, to an indemnity in respect of liabilities incurred whilst carrying on the business, although the original creditors were aware that they were so carrying on business.

A testator, by his will dated the 19th of May, 1908, appointed the defendants in this action, his wife and son, his executors, and devised and bequeathed his real and personal property to his wife. The testator, who carried on business as a boiler-maker at Leeds, died on the 4th of August, 1908, leaving his wife and son surviving, who, as executors, carried on the business until the beginning of November, 1912. At the time of his death the testator was indebted in various sums to the plaintiffs in this action, John Hornby and Sons, and other creditors. On the 1st of November, 1912, an action was instituted by the plaintiffs for the administration of the testator's estate, and on the 7th of November the usual order in a creditor's administration action was made directing accounts and inquiries to be taken, and appointing a receiver of the business. In the course of carrying on the business the executors had become indebted to several creditors, including T. Burns Dakin (Limited), who now made an application to the court for a declaration that the defendants in the action, viz., the executors, were entitled in priority to the persons to whom the testator was indebted at the time of his death to be indemnified out of his estate against all debts incurred by the defendants in carrying on the business, and that the applicants and all other new creditors might have the benefit of such indemnity. The application was resisted by the plaintiffs in the action. On behalf of the applicants, it was contended that, inasmuch as the executors had carried on the business with the knowledge of and without any interference from the creditors of the testator, they were entitled in priority to such creditors to be indemnified against liabilities properly incurred in carrying on the business: *Dowse* v. *Gorton* (1891, A.C. 190). For the plaintiffs it was argued that such right of indemnity existed only where the executors carried on the business by arrangement with the creditors, and for their benefit; that in this case the business had been carried on by the executors for their own benefit and not for the benefit of the creditors, who had not assented to such carrying on in such a way as to make the executors their agents: *Re Millard, Ex parte Yates* (72 L.T. 823).

Joyce, J., in the course of his judgment, said that the facts in the case of *Dowse* v. *Gorton* (*supra*) were very strong, as the business in that case was carried on by the executors by arrangement with the creditors and for their benefit, whereas in the present case he could find no such agreement or arrangement. Further, he could not accept the argument of the applicants, that where the original creditors did not interfere, the newer creditors thereby obtained a right of priority over them. He was of the opinion that mere knowledge that the business was being carried on by the executors was not in itself sufficient in a case like the present to give the executors the right of indemnity claimed, particularly when one of the executors was the sole beneficiary under the testator's will. Here the business, as far as he could see, was carried on by the executors for their own benefit, and not by arrangement with or for the benefit of the original creditors. In these circumstances the application must be dismissed.—Counsel, for the applicants, *J. H. Cunliffe*, K.C., and *H. Freeman*; for the plaintiffs, *T. R. Hughes*, K.C., and *W. Whittaker*. Solicitors, *Collyer-Bristow, Curtis, Booth, Birks, & Langley*, for *A. E. Masser*, Leeds; *F. B. Brook*, for *A. V. Hammond*, Bradford.

[Reported by R. C. Carrington, Barrister-at-Law.]

Re **SCHWEPPES (LIM.).** Astbury J. 7th and 18th Nov.

Company—Scheme of Arrangement—Increase of Capital—Memorandum of Association—Reorganisation of Share Capital—Alteration of Preferential Rights Defined by the Memorandum—Consolidation of Classes of Shares—Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), ss. 45 and 120.

Where a proposed scheme would modify the memorandum of association, and, by increasing the number of ordinary shares, would interfere with preferential rights given by the memorandum, the scheme was held to come within section 45 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), and could not be sanctioned under section 120 of such Act alone, but the petition must stand over for the requirements of section 45 to be complied with.

Re Doecham Gloves (Limited) (1913, 1 *Ch.* 226) *followed.*

Re Palace Hotel (Limited) (56 Solicitors' Journal, 650; 1912, 2 *Ch.* 438) *distinguished and explained.*

This was a petition presented by the company under section 120 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69) for the sanction of the court to a scheme. The memorandum of association of a company incorporated in 1897 provided that its capital should be £950,000, divided into 300,000 preferred, 300,000 ordinary, and 350,000 deferred shares, all of £1 value, each with such respective rights as were defined by the articles. There was power by clause 5 of the articles of association on any increase of capital to issue shares with any preferential rights and privileges, but not so as to prejudice the preferential rights already attached to the preference and ordinary shares in the original capital. The articles gave a cumulative preferential dividend of 7 per cent. to each of the three classes of shareholders in succession, and provided that the remainder of the profits should be paid as to one-fourth to the ordinary shareholders and as to the remaining three-fourths to the deferred shareholders. The company wanted more working capital, and they accordingly proposed, as a scheme of arrangement between themselves and their ordinary shareholders under section 120 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), that they should be allowed to issue 100,000 new ordinary £1 shares to be entitled to rights and privileges both as to capital and dividends similar to those attached to the ordinary shares of the initial capital, and to rank *pari passu* therewith. A certain part of these new shares were to be offered to the ordinary shareholders at par, which was below the market price, as consideration for their assent to the scheme. The meeting of ordinary shareholders was held in accordance with an order of the court on the 24th of June, 1913, and the scheme was approved by a majority sufficient to satisfy the provisions of section 120, but not sufficient to satisfy the provisions of section 45 of the Companies (Consolidation) Act, 1908. This resolution was subsequently confirmed at a second meeting of the ordinary shareholders as a special resolution, and the scheme now came before the court to be sanctioned. *Cur. adv. vult.*

Astbury, J., after stating the facts, said: It is clear that this proposed scheme modifies the memorandum of association, and also by increasing the number of ordinary shares interferes with the preferential rights given to them by the memorandum. Moreover, in my opinion, this scheme is either a consolidation of separate classes of shares or a division of shares into separate classes of shares within the meaning of section 45 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69). I agree with the decision of my brother Neville in *Re Doecham Gloves (Limited)* (1913, 1 Ch. 226), and shall follow it but I am not at all clear that it is necessarily in conflict with the decision in *Re Palace Hotel (Limited)* (1912, 2 Ch. 438), because any alteration in the memorandum in this latter case might be held to be incidental to the reduction of capital. I cannot therefore sanction this scheme under section 120 alone, but I will allow the petition to stand over without prejudice to the company's right of appeal in order that the conditions required by section 45 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69) may be complied with.—Counsel, *H. E. Wright*. Solicitors, *Leonard & Pilditch*.

[Reported by L. M. May, Barrister-at-Law.]

High Court—King's Bench Division.

McGREGOR *v.* **CLAMP & SON.** Div. Court. 24th Nov.

Revenue—Income Tax under Schedule A—Inhabited House Duty—Recovery of—Distress for—Exemptions—Instrument of Trade—Right to Take Property of Other Persons on Premises—Action for Wrongful Distress—Whether It Includes Claim for Excessive Distress.

The collector of taxes, in levying a distraint for unpaid income tax under Schedule A and inhabited house duty, can seize goods upon the premises charged that do not belong to the occupier.

There is no exemption from such a distress in favour of instruments of trade.

Where a claim is pleaded for wrongful distress, it does not include one for excessive distress, and if the plaintiff desires to pursue the latter claim he must obtain leave to amend.

Appeal from the Greenwich County Court. The plaintiff, a married woman, was a teacher of music. The defendants, acting under the warrant of the collector of taxes, had levied a distraint on a piano, the property of the plaintiff, for £1 11s. income tax under Schedule A, and inhabited house duty, due from the plaintiff's husband, and unpaid. The plaintiff sued the defendants for damages for wrongful distress in the county court. The defendants obtained judgment, but the plaintiff appealed.

Bray, J.—This action was brought by the owner of a piano to recover damages for its being taken away and removed from the premises where it was. The answer made by the defendants was that they were executing a distress under a warrant of the collector of taxes. The decision in the county court was in favour of the defendants. Three points were taken by the plaintiff in the appeal: (1) She said that the piano was an implement of trade, and so exempt from the distress; (2) she said that the piano did not belong to the occupier of the premises where the piano was seized, and that the power of the collector to seize goods did not extend to the property of persons other than the occupier; (3) she said that there had been an excessive distress. There was a fourth point made in the court below, but that does not now arise. As to the first point, it was said that this was in the nature of a distress for rent, and that so the piano was exempt from seizure under section 4 of the Law of Distress Amendment Act, 1888, as being an implement of trade. But this was not a distress for rent, but for taxes, and the Act clearly applies only to the case of a distress for rent; and a further answer is that the Act does not limit the rights of the Crown in any way, and, in the absence of any special limitation of its rights, the Crown is not affected. Again, it was said that this piano was an implement of trade, and that by the common law an implement of trade could not be seized in distress. But the answer to that is to be found in the case of *Hutchins* v. *Chambers* (1758, 1 Burr. 583), where Lord Mansfield held that where the distress was by way of execution the exemption did not arise, and he held that the right of the Crown to distrain for taxes was really a right by way of execution.

That disposes of the first point taken by the plaintiff. The next point made was that on which stress was most laid. It was said that there was no power to levy the distress on the property of another person than that of the person who was in arrear with the taxes. But that point was decided against the appellant in express terms in the case of *Juson* v. *Dixon* (1813, 1 M. & S. 601). There the question arose as to the window tax, and the judges were considering 43 Geo. 3, c. 161, s. 33, which is word for word the same as section 86 of the Taxes Management Act, 1880, the section now under consideration. The head-note of that case was as follows: "The collector of the house and window tax under 43 Geo. 3, c. 161, may distrain for arrears of those taxes the goods of a third person found on the premises charged, though the goods are only borrowed, and the person in arrear has other goods of his own on the premises sufficient to satisfy the arrears." The head-note is a correct summing of the judgments of the learned judges which I need not read. The decision there was with reference to the window tax. The taxes in question in this case were income tax under Schedule A and inhabited house duty. The learned counsel for the appellant said that he could not dispute that this case bound us as to inhabited house duty. But he said that income tax under Schedule A was not really a tax on the occupier. In answer to that Mr. Merlin, the learned counsel for the respondent, read section 70 of the Income Tax Act, 1842, which imposed the tax, making it clear it was a tax *in rem*. This tax, then, is a distinct charge on the land, and so it is impossible to distinguish this case from *Juson's case* (*ubi supra*) as to either of the two taxes with which we are now concerned. The third point here was that there was an excessive distress. The claim was for wrongful distress. Since the earliest times of pleading that has never been held a proper statement of claim for an excessive distress. A reference to *Bullen and Leake* shews that there is a special count for excessive distress, and a reference to the notes of that work will shew that the action for excessive distress cannot be alleged in trespass or trover. There was nothing in this pleading to shew that the plaintiff was alleging an excessive distress. And we think that the learned judge was right in holding that this was not a claim for excessive distress. He offered to allow the plaintiff to amend his pleading on the usual terms, but counsel for the plaintiff preferred to rely upon his rights. I am afraid those rights do not exist, and the appeal must be dismissed.

LUSH, J., gave judgment to the same effect.—COUNSEL, *Russell Davies; Merlin.* SOLICITORS, *Good, Good, & Co.; Hawke, Stokes, & Sons.*

[Reported by C. G. MORAN, Barrister-at-Law.]

WILLS *v.* GREAT WESTERN RAILWAY CO. Div. Court.

CONTRACT—CARRIAGE BY RAIL—PORTION OF CONSIGNMENT—NON-DELIVERY OF—LIABILITY OF RAILWAY COMPANY.

The plaintiff entered into a contract with the defendants to carry three consignments of carcases. The contract provided, inter alia, *that the company should not be exempted from liability in case of non-delivery of any consignment, except where they proved that it was not caused by negligence or misconduct. In an action by the plaintiff it was proved that an appreciable portion of each consignment was not delivered, and the defendants failed to disprove negligence or misconduct.*

Held, that the plaintiff was entitled to recover, as there was no delivery of a consignment if an appreciable part of it was not delivered.

Appeal by the defendants from the decision of the Judge of the Bristol County Court. The plaintiff's claim was to recover £10 8s. 9d. damages for the non-delivery of portions of three consignments of carcases despatched by the defendants from Avonmouth to the plaintiff's order at Laurence Hill. The carcases were taken by steamer to Avonmouth and there put in a cold store under the control of the Docks Committee of the Bristol Corporation, and thence loaded into the defendants' trucks. As they were loaded they were checked by a servant of the Docks Committee and also by a servant of the defendants, the latter giving a receipt for the number arrived at. The first consignment contained a shortage of four sheep, the second one sheep, and the third seven lambs. The contract between the parties provided, *inter alia*, that the goods were to be despatched at owner's risk, and the defendants should not be liable for loss, damage, misdelivery, delay or detention, unless it was proved that the loss, damage, misdelivery, delay or detention arose from the wilful misconduct of the defendants' servants. The contract also provided that the company should not be exempted from liability in the case of non-delivery of any package or consignment, except when they proved that the non-delivery had not been caused by the negligence or misconduct of the defendants or their servants. It was contended, on behalf of the defendants, that the condition only applied to non-delivery of a package or consignment as a whole, and had no reference to the non-delivery of a portion of a consignment. The learned County Court judge found as a fact that the defendants had not discharged the onus of proving that the non-delivery was not due to the negligence or misconduct of their servants, and on the construction of the condition he held that a consignment was not delivered where there was no delivery of an appreciable part of it.

BRAY, J., said there was evidence to support the learned judge's findings of fact, and he agreed with the construction put upon the contract. The appeal would, therefore, be dismissed.

LUSH, J., concurred.—COUNSEL, *Schiller*, K.C., and *Tatham; Shearman*, K.C., and *P. E. Weatherley.* SOLICITORS, *L. B. Page; Billing & Co., for Fairfax Spofforth*, Bristol.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Solicitors' Cases.

HARBEN *v.* GORDON AND ANOTHER. C.A. No. 2. 15th Oct.; 24th Nov.

COSTS—TAXATION—PARTY AND PARTY COSTS—EXPENSES OF PLAINTIFF AS WITNESS—EVIDENCE OF EXPENSES REQUIRED BY TAXING MASTER.

On the taxation of party and party costs, taxing masters have made a practice that, before including in the allocatur *allowances made to a witness for expenses, &c., the solicitor moving for taxation should produce either a voucher acknowledging the receipt by the witness or a letter from the witness satisfying the master that he had knowledge of the amount which it was proposed to allow him.*

Held, by Buckley *and* Kennedy, L.JJ., *that the rule was not open to any objection; but that a summons taken out to shew cause why the decision of the taxing master, disallowing the objections of the witness (who was the plaintiff in the action) should not be set aside and the items in respect of which objections had been carried in should not be allowed, was wrong in point of form, there being no concluded taxation which could be made the subject of review. They, however, in the circumstances, dealt with the matter, and, expressing the opinion that Scrutton, J., was wrong in dismissing the summons on the ground that he declined to interfere with the rule on which the taxing master had acted, dismissed the summons.*

Vaughan Williams, L.J. (dissentiente), *was of opinion that the taxing masters had no jurisdiction to make such a rule, as it cast an uncalled-for slur on solicitors as a profession, and that the plaintiff's objection that he could not give a receipt for what had not actually been paid him was well founded.*

Appeal from a decision of Scrutton, J., at chambers. The plaintiff in an action was called as a witness. The taxing master came to the conclusion that £33 12s. was a proper allowance to him for his time, maintenance and travelling expenses, but before he included that sum in his *allocatur* he required either a voucher signed by the plaintiff that the amount had been paid to him or a letter from the plaintiff intimating that he knew the amount had been allowed him. The taxing master had not issued his *allocatur*, and there was no concluded taxation: *Re Le Brasseur and Oakley* (1896, 2 Ch. 487). The plaintiff took out a summons. Scrutton, J., dismissed the summons, not on the ground that he had no jurisdiction, but that he did not "propose to interfere with the rule on which taxing masters acted." The plaintiff appealed, and contended (*inter alia*) that he could not sign a receipt for the amount till received. The defendants were not represented, and did not appear.

THE COURT reserved judgment, in order to see the taxing masters.

VAUGHAN WILLIAMS, L.J., in the course of his judgment, said: In the present case there was a taxation in progress between party and party in an action in which Guy Philip Harben, the plaintiff, had obtained judgment against Herbert M. Gordon and H. C. Rigand, the defendants. The taxing master had expressed an intention of allowing £33 10s. as the proper allowance for the plaintiff's loss of time, maintenance and travelling expenses from Florence to give evidence in support of his own case, but had required, as a condition of this inclusion in the *allocatur* (which had never been made) that the plaintiff's solicitors should produce either a voucher acknowledging the receipt by the plaintiff from his solicitors of the said sum, or a letter from the plaintiff intimating that he had knowledge of the amount as allowed. The plaintiff, entitled to the taxation of party and party costs, was entitled as against the defendant to an *allocatur* for party and party costs. The object of taxation was to protect the defendant from undue claims by the plaintiff for costs. If the plaintiff thought that his solicitor was overcharging him, he could get protection by a solicitor and client taxation. In his judgment, the plaintiff ought not to have taken out the summons before Scrutton, J., because in form this was a summons to review taxation (see *Sellman* v. *Boom*, 8 M. & S. 552), and he would assume that there was no other basis upon which this summons could be recognised. The learned judge dismissed it, not on the ground that he had no jurisdiction, but that he did not "propose to interfere with the rule on which taxing masters act"—namely, that solicitors may not receive the amount allowed to them on taxation unless they produce the client's voucher for his expenditure as a witness and loss of time, or, in the alternative, produce a letter signed by the client that he is cognisant of the amount awarded to him as a witness. The master, to this answer, at the request of the court, appended the statement to the effect that otherwise a solicitor might receive the amount allowed to the client as a witness on the certificate, and not disclose it to his client. Now, what was the legal outcome of this state of things, based on the assumption that there was no jurisdiction in the judge to hear the summons? Scrutton, J., should have declined to hear it, and have dismissed it altogether. He did not do so, but dismissed it on the ground of the rule made by the taxing masters. In his opinion Scrutton, J., had no jurisdiction to make such an order, not only on the ground of want of jurisdiction, because such an order could only be made on a review of taxation, but also because, assuming the judge had jurisdiction, the order of the taxing master on which it was based was wrong. The master's jurisdiction on a party and party taxation was

to insist upon vouchers being given by the witness, whether that witness was plaintiff or otherwise, for the items of expenditure. It was no part of the duty of a taxing master on taxation of party and party costs to protect the client from the anticipated possible frauds of the solicitor. Assume that the summons before the judge was without jurisdiction, but that the judge took on himself jurisdiction and made a wrong order, what ought the aggrieved to do? Had he no remedy, or might he appeal? He thought he must have a right of appeal; but whether he had or not, and whether the appeal was dismissed or not, in his judgment no costs should be given against him. This case was only of great importance so far as it involved the question whether the masters had any jurisdiction to make the rule on which Scrutton, J., based his judgment. He thought he had not. The object of the rule was to prevent solicitors from dishonestly failing to disclose the amounts they might have received from the party liable to pay costs on a party and party taxation. The rule cast an uncalled-for slur on solicitors, and for that reason the appeal should, in his opinion, be dismissed without costs.

BUCKLEY, L.J., read his judgment, which, after stating the facts, was as follows: The plaintiff, as a party litigant, was not entitled to any allowance, but as a witness he was entitled to an allowance like any other witness, and none the less because he was also a party litigant. If he had not been a party litigant, but an ordinary witness, the taxing master would have been entitled to require evidence that the amount had been paid before he included it in his *allocatur* for recovery from the defendant. The whole question was whether, when he was a party litigant, the taxing master was not also entitled to be satisfied that the amount had been paid, or that the plaintiff knew that it was going to be recovered for him from the defendant. In his opinion he was so entitled. During the argument confusion had repeatedly arisen between the question as to what evidence ought to be adduced to shew what the witness's out-of-pocket expenses had been, and what was proper evidence to be required to shew that the amount allowed him had been paid. Upon the former question his hotel bills, his receipts, if he has any, for his railway tickets, and so on, were relevant. To the amount ascertained from those materials would be added the amounts which the taxing master thought right as an allowance for his time. All had been done in the present case that the master required in this respect, with the result that he was satisfied that £33 12s. was the proper sum to be allowed. What remained was that the master, before charging the defendant with the amount, should be satisfied that this sum had been expended in payment to the plaintiff, or, when recovered, would be recovered for the plaintiff. The plaintiff, no doubt, could not sign a receipt for the amount unless the amount was actually paid to him. This could be done by his solicitor personally paying him the amount out of his own pocket. But to require that would be unreasonable, for the solicitor might pay the sum, and the defendant might then fail to pay the taxed bill, and the solicitor might not get the sum back. The requirement of the taxing master, under these circumstances, to be satisfied that the plaintiff knew that that amount had been allowed seemed perfectly reasonable, and so reasonable that he was surprised that it was disputed. The acknowledgment was something less than a voucher; but it was a protection both to the defendant and to the plaintiff which no solicitor could reasonably refuse. He thought the appeal failed and should be dismissed. It was true that the summons was wrong in point of form. The taxing master had not issued his *allocatur*, and there was at present no concluded taxation which could be made the subject of review. That such procedure was wrong was pointed out by Lindley, L.J., in *Re Le Brasseur and Oakley* (1896, 2 Ch. 487). But, just as the court thought in that case, they thought in the present case, that they ought not to refuse to deal with the matter on that ground. To refuse to do so would be merely to occasion a new application, which must first come on before the judge, and then before this court, when the decision of this court would be already known. At the same time, he hoped that this case would not be treated as a precedent for such irregularity in the future.

KENNEDY, L.J., agreed. He thought that the appellant had been wrong throughout. His original proceeding by summons, instead of applying to review the transaction after the *allocatur* had been given, was irregular, and, in regard to the merits, there was no good ground for his objection to the master's decision. The course adopted by the master, which he understood to be in accordance with the usual practice, was not open to any objection. Scrutton, J., rightly refused to accede to the plaintiff's application, and this appeal against his refusal therefore failed. Appeal dismissed.—COUNSEL, for the appellant, *Rayner Goddard*. SOLICITORS, *Chester, Broome, & Griffiths*.

[Reported by RANKINE REID, Barrister-at-Law.]

If our judicial system, says the *Globe*, be not improved, it will certainly not be for the want of inquiries into its defects. Yet another committee is being appointed by the Lord Chancellor to consider the work of the County Courts. This time the question of the distribution of the business of these Courts is to be dealt with. The annual Return never fails to disclose a striking inequality in the labour of the judges. That for last year for instance, shows that, while on the Northumberland circuit there were only 104 sittings, on the Sussex circuit there were 202, or nearly twice as many. Here, as in another sphere, the need for a redistribution of seats is pretty obvious.

New Orders, &c.

Poor Persons.

The following draft Rules have been issued :—

THE RULES OF THE SUPREME COURT.
(POOR PERSONS.) 1914.

ORDER XVI.

Part IV. (Rules 22 to 31 (D), both inclusive) of Order XVI. of the Rules of the Supreme Court, 1883, is hereby repealed and the following Rules shall stand in lieu thereof, viz. :—

IV.—*Proceedings by and against Poor Persons.*

22.—Any person may be admitted to take or defend or be a party to any legal proceedings in the High Court of Justice as a poor person on satisfying the Court or a Judge that he has reasonable grounds for taking or defending or being a party to such proceedings and that he is not worth £50 (excluding his wearing apparel, tools of trade and the subject-matter of such proceedings) or such larger sum not exceeding £100 as the Judge personally under special circumstances may direct.

This Rule shall not apply to any bankruptcy proceeding or matter or to any criminal cause or matter except :—

(a) applications to the Court to order a Justice or Justices to state a case under the Summary Jurisdiction Acts,

(b) the hearing of cases stated under such Acts, and

(c) applications for certiorari, mandamus, or prohibition directed to a Court of Summary Jurisdiction.

23.—The prescribed officers in London shall keep lists :—

(1) of solicitors and of counsel willing to be assigned to enquire into and report upon the application of any person to take or defend or be a party to any legal proceedings as a poor person;

(2) of solicitors and of counsel willing to be assigned to assist poor persons, when admitted, in the conduct of the proceedings.

It shall be the duty of such prescribed officers in London to furnish to each prescribed officer in the District Registries, on application, lists of all such solicitors and counsel willing to act within their respective districts.

24.—A person desirous of being so admitted as a poor person shall make an application in the form set forth in the Appendix hereto (which may be cited as Form No. 1 J of Appendix K to the Rules of the Supreme Court, 1883) stating his means and the names of the parties or of any proposed parties to such proceedings and the nature of the applicant's case, and giving the names and addresses of two persons to whom references can be made.

Such application shall be made :—

(a) in matters proceeding or intended to proceed in London to the prescribed officer in London;

(b) in matters proceeding or intended to proceed in a District Registry to the District Registrar.

25.—The application shall be referred for inquiry to one or more solicitors or counsel willing to act in the matter, whether named in the list to be kept pursuant to Rule 23 (1) or not, who shall report to the Court through the prescribed officer whether and upon what terms the applicant ought to be admitted as a poor person. For the purpose of their report the reporters may make such inquiries as they think fit as to the means and the position of the applicant and as to the merits of his case, and may require the attendance of the applicant, and may hear any other person, and may require facts to be proved by affidavit, and in making their report they shall have regard to the probable cost of the litigation in relation to the matter in dispute.

26.—Upon the production of the report mentioned in the preceding Rule the Court or Judge may, in their or his discretion, make an order admitting the applicant to take or defend or be a party to legal proceedings as a poor person, and the prescribed officer shall assign to the applicant a solicitor and a counsel (whether named in the list kept pursuant to Rule 23 (2) or not) to assist him in the conduct of the proceedings; but no solicitor or counsel who shall have reported on the case shall be so assigned, nor shall any co-partner or clerk or

employer (*sic*: qu employee) of a solicitor who shall have so reported be so assigned. It shall not be lawful for the applicant to discharge any solicitor or counsel so assigned without leave of the Court or a Judge.

27.—The Court or a Judge in considering whether a person shall be admitted as a poor person under these Rules shall have regard to the provisions of section 65 and section 66 of the County Court Act, 1888.

28.—A solicitor or counsel assigned under Rule 26 shall not be at liberty to refuse or discontinue his assistance unless he satisfies the prescribed officer or the Court or a Judge that he has some good ground for so refusing or discontinuing.

29.—When a person is applying or is admitted to take or defend or be a party to any legal proceedings as a poor person he shall not be liable for any court fees or fees on taxation of costs nor to pay costs to any other party, except as provided by the Rules of this order; and no person shall agree to take or seek to obtain from him any fees, profits or rewards, either for enquiry or report or for the conduct of the proceedings; and any person so doing will be guilty of contempt of court. Provided that nothing contained in this Rule shall preclude any solicitor from receiving either from the poor person or out of any fund which may from time to time be created by the Treasury or approved by the Lord Chancellor the payment of the out-of-pocket expenses of such solicitor. If any person so applying or admitted shall give or agree to give any such fee, profit or reward, his application or admission, as the case may be, may be dismissed or struck out, in which case he shall not afterwards be admitted as a party to the same cause or proceeding as a poor person unless otherwise ordered.

30.—Costs ordered to be paid to a poor person shall, unless the Court or a Judge shall otherwise order, be taxed having regard to Rule 29 hereof, but in the event of a Judge certifying that the person ordered to pay such costs has acted unreasonably in prosecuting or defending or opposing the proceedings such costs shall include profit, costs and charges, but shall not include any fees to counsel.

31.—When a substantial amount is recovered by a poor person so admitted the Court or a Judge may order the payment out of the amount so recovered to the solicitor of such taxed costs (not including fees of counsel) as would have been allowed to the solicitor on taxation between himself and his client if he had been retained by his client in the ordinary manner (less such amount as may be recovered from any other party) or such other sum in respect of costs as the Court or Judge may order, provided that the total amount so paid out shall not in either case exceed one-fourth of the amount recovered.

31A.—Any out-of-pocket expenses allowed on taxation and recovered under any of the preceding Rules which shall have been already paid out of such fund as aforesaid shall be refunded.

31B.—Every notice of motion, summons or petition on behalf of a poor person (except an application for admission to take or defend or be a party to legal proceedings or for the discharge of his solicitor) shall be signed by his solicitor, and it shall be the duty of such solicitor to take care that no application be made without reasonable cause.

31C.—There shall be no appeal as a poor person to the Court of Appeal by anyone admitted to sue or defend or be a party to any legal proceedings under these Rules without leave of the Court or of the Judge before whom the matter is heard or of the Court of Appeal.

31D.—If any person who has not taken or been a party to any legal proceedings as a poor person in the High Court shall desire to be admitted on an appeal to the Court of Appeal as a poor person the like procedure shall be followed as is provided by these Rules for the High Court, and the application shall be referred by the prescribed officer of the division of the High Court from which the appeal is brought for enquiry, as if the application were made in that Division, and upon production of the report the Court of Appeal may in their discretion make an order admitting the applicant to be a party to such appeal as a poor person.

31E.—The prescribed officer shall be (1) in the Chancery Division such one or more of the Masters as the Lord Chancellor shall from time to time nominate for the purpose; (2) in the King's Bench Division (excepting on the Crown side) such one or more of the Masters as the Lord Chief Justice shall from time to time nominate for the purpose; and on the Crown side the Master of the Crown Office for the time being; (3) in the Probate, Divorce and Admiralty Division such one or more of the Registrars as the President shall from time to time nominate for the purpose; and (4) in a District Registry the District Registrar.

In the case of temporary absence or indisposition the prescribed officer may appoint a deputy with the sanction of the Lord Chancellor.

31F.—Rules 257 and 258 of the Crown Office Rules, 1906, are hereby annulled, and the Rules of Order XVI. numbered 22 to 31H shall apply to :—

(a) proceedings for divorce or other matrimonial causes, and
(b) proceedings on the Crown side of the King's Bench Division.

31G.—Nothing in these Rules shall operate as a stay of any proceedings unless so ordered by the Court or Judge or Court of Appeal.

31H.—These Rules may be cited as the Rules of the Supreme Court (Poor Persons), 1914, or may be cited by the heading and number thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 1st day of May, 1914.

APPENDIX.

Appendix K. Form 1 (J).

IN THE HIGH COURT OF JUSTICE [CHANCERY] DIVISION.

IN THE MATTER of an action [or proposed action or other proceeding as the case may be].

[State the parties to the action or proceeding and short particulars of the proposed action or proceeding and the names and addresses of the persons to whom reference may be made.]

I, the above named of , in the County of , hereby apply to be admitted as a poor person to prosecute or defend or be a party to the above-mentioned action [or proceeding or proposed action or proceeding or state in what respect or capacity the applicant desires to be admitted as a party to the proceedings], and I declare that I am not worth more than £50 [excluding my wearing apparel and tools of trade and the subject-matter of the action or proceeding].

Signed

To the prescribed officers (Poor Persons), Royal Courts of Justice, London (or to the District Registrar, &c.), as the case may be.

Trade Union Act, 1913.

The following draft Rules have been issued :—

TRADE UNION ACT RULES, 1913.

1. All appeals to the High Court under Section 2 (4) of the Trade Union Act, 1913, shall be brought in the Chancery Division of the High Court, and shall be commenced by originating notice of motion within two months of the decision of the Registrar or within such further time as the Registrar or the Court may think fit to allow. And the Rules of the Supreme Court for the time being in force shall (except if and so far as otherwise provided by these Rules) apply to all proceedings on any such appeal.

2. The notice of motion shall be headed with a reference to the Trade Union Act, 1913, and also with a reference to the decision of the Registrar which is appealed against and shall contain or have scheduled or annexed thereto a concise statement of the grounds of the appeal, and no grounds other than those comprised in such statement shall (except with the leave of the Court and on such terms, if any, as the Court shall think just) be allowed to be taken by the appellant at the hearing of the motion.

3. The Court may at any stage of the motion direct that the same be served on any persons that the Court may think proper : Provided always that, except where the Trade Union or alleged Trade Union in question are themselves the appellants, such Trade Union or alleged Trade Union, or any person who appeared before the Registrar and in whose favour he decided, shall (unless the Court shall otherwise order) be respondents or one of the respondents to the motion.

4. At any stage of the motion the Court may, if it shall appear to be expedient so to do, cause notice to be given by advertisement or otherwise of the time when the motion will be, or is likely to be, heard and disposed of, or otherwise make provision for enabling any persons interested in the Trade Union or alleged Trade Union in question or in the subject-matter of the appeal to appear and be heard on the motion.

5. At any stage of the motion the Court may, if thought fit, give any such special directions for the hearing and disposal of the motion either on affidavit evidence or with witnesses or otherwise and generally at such time and in such manner as may be just and convenient.

6. In all proceedings on any such appeal the Court shall have all the powers vested by the Act in the Registrar, and may make any order which might or ought to have been made by the Registrar.

7. In all proceedings on any such appeal the costs of and incident thereto, including the costs of and incident to any proceedings before the Registrar, shall be in the discretion of the Court.

8. These Rules, which shall come into operation forthwith, may be cited as the Trade Union Act Rules, 1913.

Dated the 27th day of November, 1913.

Colonial Stock Act, 1900

(63 & 64 Vict., c. 62).

Addition to the List of Stocks under section 2.

In pursuance of section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice, that the provisions of the Act have been complied with in respect of the undermentioned Stock registered or inscribed in the United Kingdom :—

Victorian Government 4 per cent.
Consolidated Inscribed Stock (1940-1960).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, s. 2).

Treasury Chambers, S.W., 4th December, 1913.

The December Sessions for the jurisdiction of the Central Criminal Court were on Tuesday opened by the Lord Mayor (Alderman Sir T. Vansittart Bowater) at the Sessions House, Old Bailey. Accompanying the Lord Mayor were Alderman Sir Walter Vaughan Morgan and Alderman Sir John Knill. The calendar contains the names of seventy-seven persons for trial, of whom four, all women, are charged with murder. Mr. Justice Ridley began the business in the Judge's list on Wednesday. In his charge to the Grand Jury the Recorder referred to the charge against Louis Cohen of conspiracy to commit perjury in an action brought against him by Sir Joseph Robinson for libel in a book called "Reminiscences of Kimberley," and said he feared that the trial would be long.

Societies.

Solicitors' Benevolent Association.

ANNUAL MEETING.

The annual meeting of this association was held on Thursday, the 4th inst., in the Council Room, Law Society's Hall, Mr. W. A. Sharpe (chairman of the board of directors) presiding.

The annual report stated that the total relief granted during the year amounted to £5,993 16s. 8d., made up as follows:—209 grants were made from the general funds, amounting to £5,051, of which £1,821 was given to members and families of members, and £3,230 to non-members and families of non-members. The following sums were paid to annuitants out of the income of the respective funds:—"Reardon Bequest," £175; "Hollams Annuities," £88; "Victoria Jubilee Annuity" (1887), £230; "Henry Morten Cotton Annuity," £36 16s. 8d.; "Christopher Annuity," £30; "Humpfrys Annuities," £30; "Victoria Pension Fund," £240; "Kinderley Trust," £208; and five grants, amounting to £105, were made from the "Special Relief Fund" connected with the Kinderley trust. To meet the many applications for relief the directors appealed to the profession for more general support. It must be borne in mind that this was the only association which made grants to country as well as London cases. It was absolutely necessary to increase the list of subscribers.

The CHAIRMAN, in moving the adoption of the report, spoke of the necessity, not only of new subscribers, but for personal service of members in inquiring into applications for assistance which came from their respective localities.

Mr. R. S. TAYLOR seconded the motion. He said it was not creditable to the profession that out of the 16,000 or 17,000 solicitors upon the roll only 3,800 were members of the society. He knew perfectly well that the solicitor's was not a rich profession. A few members made a very good income, a goodish few made very fair incomes, but a very large number made very small incomes, and it was to those he appealed specially to become members. The board never refused to help a deserving case coming from a member or his family, and a grant of £50, which became practically an annuity, was generally made. The board would like in many cases to make the amount larger, but they had not the funds.

Mr. A. TARBOLTON (Manchester) said that he had canvassed for new members, but had sometimes been met with the objection that three times as much was given to non-members as to members.

The CHAIRMAN said it must be remembered that the number of members was comparatively small, and that members would be less likely to make application than non-members. A solicitor joining the association would know that, should his widow need it, she would get an annuity of £50 from the funds. That was far better than any insurance society could offer.

Mr. TAYLOR said that the board never gave more than £25 in a year in the case of a non-member.

The motion was adopted, and the board of directors and the auditors were re-elected.

ANNIVERSARY FESTIVAL.

The fifty-ninth anniversary festival of the association was held in the evening in the Common Room, Law Society's Hall, the President (Mr. Walter Trower) taking the chair. The guests included Lord Justice Buckley, Mr. Justice Horridge, Mr. W. J. New (President Leicester Law Society), Mr. F. F. Smith (President Rochester Law Society), Mr. T. H. Whiteley (President Chester and North Wales Law Society), Mr. J. McDonald (President Manchester Law Society), Mr. E. L. Gwillim (President Glous. and Wilts. Law Society), Mr. Lee Hudson (President Newcastle-on-Tyne Law Society), Mr. E. H. Blaker (President Sussex Law Society), and Mr. S. P. B. Bucknill (Secretary Law Society), Sir Robert Finlay, G.C.M.G., K.C., M.P., Mr. R. S. Taylor, Mr. E. F. Turner, Mr. T. Rawle, Mr. W. Melmoth Walters, Mr. S. Garrett, Mr. T. S. Curtis, Sir Homewood Crawford (City Solicitor), Mr. R. W. Tweedie, Mr. J. A. C. Tanner, Mr. C. E. Barry, Mr. E. F. Oldham, Mr. A. Tarbolton, Mr. J. A. Burrell, Mr. J. R. B. Gregory, Mr. H. Bevir, Mr. L. W. North Hickley

The loyal toasts having been given from the chair and duly honoured,

The CHAIRMAN proposed the toast "The Bench and the Legal Profession." He said it was the glory of our English law that the judges, from century to century and from generation to generation, had handed down the lamps of truth and justice, but they had done more than this, they had adapted the great principles of truth and justice which lay at the foundation of our law to the ever varying and growing needs of our citizens. He was aware of the existence of Acts which were the embodiment of the schemes of philanthropists, which, however skilfully drawn by the gentlemen who drafted Acts of Parliament for the Government, were so amended in committee that they were inconsistent with the preamble and the sections were inconsistent with themselves. It must be a great trial and sorrow to our judges to have to construe these Acts of Parliament, but he thought they might have some consolation, for it was just the touch of sorrow and trial which made good men perfect. What should he say of the bar? He might regard them from many aspects, but he would take only one. They were first the recruiting ground of the perfect men he had ventured to allude to. And the second aspect from which he should regard them was that of the great friendship they had always shewn to his branch of the profession, which was only equalled by the friendship with which the solicitors regarded them. After an experience of over forty years he could speak of the unvaried courtesy and consideration of the bar. The bar exercised the highest gifts of charity; they bore all things, believed all things, hoped all things, endured all things.

Lord Justice BUCKLEY responded for the bench. He said that he was addressing an audience composed wholly of members of the profession, and they knew all about each other. That was certainly true of those who happened to have attained to a position on the bench, who had all of them for many years done their work in close association with the other members of their profession, so that by the time they reached the bench it was pretty certain that everybody in the profession knew pretty well all about them, and after they got on the bench it became yet more emphatically true. Their capacity, if they had any, and their failings were apparent to all those who appeared before them. But he ventured to express the hope that, although the profession did know all about the members of the bench, they liked them all the same. He should like to say a few words upon what might be described as one of the phenomena of the age in which we live. He supposed that law and order might be described as the expression of the thoughtful and determined wish of the majority, and disorder might be expressed as the hurried and hysterical expression of the large minority. In our age, it seemed to him, we were spectators of a marked disagreement between law and order on the one hand and disorder on the other. Law and order seemed to him to rest primarily upon the fact that they represented, as he had stated, an expression of the wish, the deliberate wish, of the majority, and the first means by which they were supported was the willing consent of all those who had to obey the law. Of course, it was true that the ultimate resort was to force, but society was so organised that, if possible, all law and order rested upon common consent and not upon force. Disorder, on the other hand, resorted to force as well its first as its last expedient. Now, we were witnessing, he thought, in our day a strong contention as between those two forces. In drinking the toast they were honouring a representative body, representative of law and order, and they were expressing the wish that law and order might prevail. There were those who thought that it was a very serious matter indeed that in our day we were witnessing a state of things in which not only was law and order not primarily supported, but there was a strong disposition to yield to disorder, a strong disposition not to maintain that which the judge had, as a judicial determination, determined to be the proper sentence, which might be pronounced, say, upon the criminal, but to regard that which he had called the frenzied and hurried and hysterical expression, not of a deliberate wish, but of a determined exercise of the will of the minority. He supposed they all felt that in the bench must ultimately reside the support and maintenance of order, and therefore he hoped that in every society of Englishmen this sentiment might prevail, that before everything the law, be it what it will, was for the moment to be obeyed. If anyone thought that the law was not right, he was perfectly entitled to say so, and to endeavour to change it, but the first duty of every good citizen was to support the law, and not to allow the law to be set at naught. It was a matter which, he confessed, lay very near his heart. It struck him as a melancholy thing, leading he knew not where, that there was abroad a spirit by which everybody chose to say, or the minority chose to say, "The law does not suit me; I am going to do something else, and if you do not fall in with what I think to be right, I shall indulge in any criminal act which may seem to me sufficient to terrorize you into what I think to be right." He accepted the toast as an expression of opinion on the part of those who drank it that they intended to support law, and not to support disorder.

Sir ROBERT FINLAY, K.C., responded for the bar. He said he sympathised very much with the remarks of the chairman in proposing the toast, particularly with regard to the Statute law, with its complexity and uncertainty. It might be said of the bar that, whatever its faults might be, it was at least a very generous profession. There was no envy of those who succeeded at the bar, but a strong fellow feeling, and every member of the bar was ready to rejoice at the

success of those who had shewn that they were entitled to come to the front in the conflict, whether of legal or political life.

The CHAIRMAN proposed the toast of "The Solicitors' Benevolent Association." He said he wished, as president of the Law Society, to say how glad the council was to see them there, and to tell them that the council had sent a cheque for 50 guineas, with their wishes for the success of the meeting. It seemed to him highly desirable that the Law Society and the Solicitors' Benevolent Association should be closely associated in the good work that was being carried on. There was no necessity for him to commend the association to them. It began in 1858, and it had spent over £170,000 in donations and grants to those in need. Its sphere was the whole of England and Wales, and it was not confined to London. It provided for destitute solicitors, their wives and families, and the grants varied from about £10 to £50 a year. Its income was £5,700 a year, and it spent about £6,300 in grants, so that the difference between the two sums had to be made up at the collection at the annual festival. He had given those statistics, not so much to show the good work the association had been doing, as to show the very inadequate means it had for carrying on the work it had to perform. He wished to call attention to the fact that although there were over 16,000 solicitors in practice, something less than 4,000 supported the association in any degree or kind. He had spoken of the inadequacy of their means and of the good work they performed, but what of those they had not helped, or of those they had not helped adequately? He had no idea until he became chairman of the Finance Committee how very narrow were the means of many members of the profession, and how important it was for them to provide for the future, for it was only too true that the mists of want and poverty hung thick on the outskirts of the profession, and if they would look they would see the hands that beckoned, and if they would listen they would hear the voices that called to them to come over and help. Solicitors on whom death or disease had laid their cold grey fingers, or who had fallen before the relentless force of misfortune; widows and dependents who were delicately nurtured and quite unable to help themselves, and who had no outlook but the outlook of grinding poverty; children who had the bare means of existence possibly, but no means of education. These were the hands that beckoned, these were the voices that called. Let them picture it to themselves, the same necessity might very easily have come to any one of them in their early life, and their last hours might have been embittered by the thought that they had left those who were nearest and dearest to them uncared for and unprovided for. He could suggest very few means of increasing the number of members, except perhaps the use of personal interest. He thought there might be committees in the large towns and in different parts of London, and that possibly they might, through the law schools, get the students in early life to learn that charity begins at home. The ranks closed up and they were apt to forget, and year by year came the annual festival of the Solicitors' Benevolent Association to remind them "lest we forget" the hands that beckoned and the voices that called, "lest we forget" this great charity, a charity which never failed, and which stretched out its hands to help the helpless and which casts a ray of hope alike in the sick chamber and on the desolate hearth.

The SECRETARY (Mr. Thomas Gill) announced subscriptions and donations amounting to £1,334, which included the following:—The Chairman, £105; the Law Society, £52 10s.; Mr. J. Field Beale, £50; Mr. A. Wightman, J.P., £45 7s.; Mr. R. S. Taylor, £26 5s.; Mr. W. Arthur Sharpe, £26 5s.; Mr. T. S. Curtis, £25; Sir Henry J. Johnson, £21; Mr. R. W. Cooper, £21; Mr. J. R. B. Gregory, £20; Messrs. Tucker, Lake, & Lyon, £18; collected by Mr. A. Tarbolton (Manchester), £72 4s. 6d., and by Mr. C. E. Barry (Bristol), £41 9s. 6d.

Mr. R. S. TAYLOR proposed the toast of "The Guests."

Mr. Justice HORRIDGE returned thanks. He said he was afraid that the solicitors' profession, perhaps owing to modern legislation, perhaps owing to modern requirements, was not as remunerative as it used to be, and there were many of its members who unfortunately felt the pinch of the lack of business which at present prevailed. The chairman had exactly hit the right note when he said that charity begins at home, and the members of the profession ought to recognise that. He himself had gone through the routine of a solicitor's office, and he knew how hard it was to make a large income in the solicitor's profession, and how much there was that necessitated a society like this. He felt very strongly that the bench stood to-day, not only as they used to do in the old days against the power of the governing body, but they also ought to stand against any attempt of democracy to invade what was right and just. All legislation had to be dealt with ultimately by the bench, and the recognised authority ought to be supported in its administration of justice. There was, unfortunately, a tendency, sometimes he was afraid in rather high places, to treat the bench with disregard.

Mr. E. F. TURNER proposed the health of "The Chairman of the Evening," and

Mr. TROWER having responded, the proceedings terminated.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 10th inst., Mr. W. Arthur Sharpe in the chair, and Messrs. S. P. B. Bricknill, H. Bevir (Wootton Bassett), T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. E. Gillett, C. Goddard, W. H. Gray, J. R. B. Gregory, C. G. May, M. A. Tweedie, R. W. Tweedie, and W. M. Walters. Grants to the amount of £870 were made to poor and deserving cases, seventy new members were admitted, and other general business transacted.

Legal News.

Changes of Partnership.

Admission.

Messrs. Finch, Turner, & Tayler, Solicitors, of 84, Cannon-street, London, E.C., inform us that they have taken into partnership Mr. ATHELSTANE ARTAUD TAYLER, who has assisted in the conduct of their practice for the past fifteen years. The style of the firm will be Messrs. Finch, Turner, & Tayler.

Dissolution.

WILLIAM MORRIS and HARRY BRISTOW, solicitors (Morris & Bristow), 41, Bedford-row, London, W.C. By the retirement from the business of the said Harry Bristow and by the death of the said William Morris. The said business will continue to be carried on by ARTHUR WRINCH and GEORGE WILLIAM FISHER, in partnership, under the style or firm name of Morris & Bristow, at 41, Bedford-row aforesaid.

[*Gazette*, Dec. 9.

Information Required.

GEORGE MORRIS, deceased, late of No. 8, Bryanston-street, London, W. formerly of No. 18, Fenchurch-street, London, E.C., and No. 19, Aldford-street, Park-lane, London, W., and then of No. 17, Bryanston-street aforesaid.—Any person having possession or knowledge of a will of the above named deceased, who died on the 5th of November, 1913, at No. 8, Bryanston-street aforesaid, is requested to communicate with Messrs. E. F. Turner & Sons, solicitors, of 115, Leadenhall-street, London, E.C.

General.

The Law and City Courts Committee of the Corporation recommend the granting of a retiring allowance of £1,750 per annum to Judge Lumley Smith, K.C., on his resignation at Christmas of his Judgeship of the City of London Court. They also recommend that the salary of the new Judge should be the same as at present—£2,500.

The comparative monthly summary of real estate business for November, issued on the 5th inst., is as follows:—The Mart, November, 1912, £256,795; November, 1913, £246,535. Country and suburban, November, 1912, £188,342; November, 1913, £295,030. Private contract, November, 1912, £130,075; November, 1913, £324,130. Total, November, 1912, £575,212; November, 1913, £865,695.

The *Times* of the 8th inst. prints the following from its issue of the 8th December, 1813:—Lincoln's-inn Hall.—Mr. Chitty's lectures on the Study and Practice of the Law will commence on Tuesday, the 14th inst., in Lincoln's-inn Hall, by the authority of the Honourable Benchers of that society. The object of this course will be to point out concisely the course of study to be observed, as well by students for the bar as by gentlemen who intend to practise as attornies or solicitors; also to investigate the practice of the Courts of Common Law, and the principles upon which it is founded; and by presenting to view fac-similes of the writs and other proceedings in a cause precisely as they appear in practice, and by explaining the parts of each, and pointing out the modes of using them, to afford a more ready and extensive knowledge of practice than is usually acquired by the present mode of study. Some observations will also be introduced on the structure of pleadings. A prospectus of the course and other particulars may be obtained of Mr. Lane, Steward's Office, Lincoln's-inn; Mr. J. M. Richardson, bookseller, Cornhill; and Mr. Pheney, bookseller, Inner Temple-lane, Fleet-street.

The Property Mart.

Forthcoming Auction Sales.

December 16.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Nov. 29).

December 17.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Letting by Auction of Building Sites (see advertisement, back page, Dec. 6).

December 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Policies, &c. (see advertisement, back page, this week).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. I.	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday Dec. 15	Mr Borrer	Mr Bloxam	Mr Farmer	Mr. Synge
Tuesday 16	Leach	Jolly	Synge	Borrer
Wednesday ... 17	Goldschmidt	Greswell	Bloxam	Jolly
Thursday..... 18	Farmer	Leach	Goldschmidt	Bloxam
Friday 19	Church	Borrer	Leach	Goldschmid
Saturday 20	Synge	Goldschmidt	Church	Farmer

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday Dec. 15	Mr Greswell	Mr. Goldschmidt	Mr Leach	Mr Jolly
Tuesday 16	Church	Bloxam	Goldschmidt	Greswell
Wednesday... 17	Leach	Farmer	Church	Borrer
Thursday..... 18	Borrer	Church	Greswell	Synge
Friday 19	Synge	Greswell	Jolly	Farmer
Saturday 20	Jolly	Leach	Borrer	Bloxam

Bankruptcy Notices.

London Gazette.—FRIDAY, DEC. 5.

RECEIVING ORDERS.

AUSTWICK, ARTHUR, Ravensthorpe, Yorks, Wheelwright Dewsbury Pet Dec 1 Ord Dec 1

BAKER, MARY LOUISA, Scarborough Scarborough Pet Dec 2 Ord Dec 2

BAKER, PERCY, Scarborough, Grocer's Traveller Scarborough Pet Dec 1 Ord Dec 1

BARCHARD, HARRY G, Manchester, Silk Broker Norwich Pet Nov 1 Ord Dec 1

BEVAN, DAVID JOHN, Gorseinon, Glam, Builder Carmarthen Pet Nov 10 Ord Dec 1

BLAND, WILLIAM LIVESEY, Acton Reynold Farm, near Shrewsbury, Salop, Farmer Shrewsbury Pet Dec 1 Ord Dec 1

BURRELL, ERNEST ROBERT, Norwich, Baker Norwich Pet Oct 29 Ord Dec 1

COOPER, HAROLD ARTHUR, Harrington gdns, South Kensington High Court Pet Nov 11 Ord Dec 1

CRADDOCK, EDGAR HENRY, Swindon, Wilts, Gent's Outfitter Swindon Pet Nov 20 Ord Dec 1

GJERTSEN, GEORGE EMIEL, and JACOB FREDERIC CHRISTENSEN, King on upon Hull, Ship Chandlers Kingston upon Hull Pet Dec 3 Ord Dec 3

HUGHES, EDWARD, Halkyn, Flint, Grocer Chester Pet Dec 1 Ord Dec 1

I'ANSON, ARTHUR, Middlesbrough, Chartered Accountant Middlesbrough Pet Aug 30 Ord sept 11

JONES, JOHN and JENKIN JONES, Milford Haven, Pembroke Steam Trawler Owners Pembroke Dock Pet Dec 1 Ord Dec 1

KENNEDY, SIDNEY S, Broad st House, Accountant High Court Pet Nov 6 Ord Dec 3

LEWIS & SONS, Barnstaple, House Furnishers Barnstaple Pet Nov 13 Ord Dec 2

LORD, EDWARD, Huddersfield, Designer Huddersfield Pet Dec 1 Ord Dec 1

LOWERY, FRANK, Kingston upon Hull, Traveller Kingston upon Hull Pet Dec 3 Ord Dec 3

NORTH, JOHN ROBINSON, Woodmansey, Yorks, Farmer Kingston upon Hull Pet Dec 1 Ord Dec 1

OKELL, GEORGE, Farnworth, nr Bolton, Grocer Bolton Pet Dec 2 Ord Dec 2

PAZOLT, ARTHUR NICHOLAS, York st, Westminster, Motor Car Agent High Court Pet Oct 9 Ord Dec 3

POLLOCK, ROBERT, Lower William st, St John's Wood, Land Agent High Court Pet May 26 Ord Dec 3

POWELL, T MORTON, Hoxton, Theatre Proprietor High Court Pet Oct 24 Ord Dec 3

ROSSELL, HENRY DALLMAN, Nottingham, Blouse Maker Nottingham Pet Dec 2 Ord Dec 2

SAGE, EDWIN GEORGE, and ERNEST CHARLES SAGE, Sittingbourne, Kent, Carriers Rochester Pet Dec 2 Ord Dec 2

SHEPHERD, GEORGE, Warrington, Butcher's Manager Warrington Pet Dec 2 Ord Dec 2

THOMAS, EDWIN, Clydach Vale, Glam, Licensed Victualler Pontypridd Pet Dec 2 Ord Dec 2

TOWNSEND, WILLIAM, Stroud, Glous, Corn Merchant Gloucester Pet Nov 22 Ord Dec 1

TUCKER, THOMAS TAPE, Bournemouth, Tailor Poole Pet Nov 6 Ord Dec 1

WRIGHT, HAROLD CHARLES, Pinner, Middlx, Coal Salesman St Albans Pet Dec 1 Ord Dec 1

FIRST MEETINGS.

AUSTWICK, ARTHUR, Ravensthorpe, Yorks, Wheelwright Dec 18 at 11 Off Rec, Bank chmbrs, Corporation st Dewsbury

BAKER, MARY LOUISA, Scarborough Dec 15 at 4.45 Off Rec, 48, Westborough, Scarborough

BAKER, PERCY, Scarborough, Grocer's Traveller Dec 15 at 4.30 Off Rec, 48, Westborough, Scarborough

BENNETT, C T H, Allerton rd, Stoke Newington Dec 15 at 12 14, Bedford row

BLAND, WILLIAM LIVESEY, Acton Reynold Farm, nr Shrewsbury, Farmer Dec 19 at 2.30 Law Society, College hill, Shrewsbury

ROMFORD, LETITIA SARAH, Oxford Dec 15 at 3 1, St Aldate's, Oxford

BUTCHER, WILLIAM JOHN, Aylesbury, Pianoforte Dealer Dec 15 at 12 1, St Aldate's, Oxford

CHAPMAN, WILFRED GEORGE, Bridlington, Linen Draper Dec 15 at 4 Off Rec, 48, Westborough, Scarborough

COOPER, HAROLD ARTHUR, Harrington gdns, South Kensington Dec 16 at 1 Bankruptcy bldgs, Carey st

DUNCOMBE The Hon HUBERT ERNEST VALENTINE, Selhurst road, South Norwood Dec 17 at 12 132, York rd, Westminster Bridge rd

FROST, FREDERICK FLOWERS, Ashbocking, Suffolk, Farmer Dec 16 at 12.30 Off Rec, 36, Princes st Ipswich

HALLS, CHRISTOPHER WALTER, Finchley, Builder Dec 15 at 3 14, Bedford row

HIBBERD, JOHN CHARLES, Woodthorpe, Notts, Warehouseman Dec 15 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

KENNEDY, SIDNEY S, Broad st House, Accountant Dec 16 at 12 Bankruptcy bldgs, Carey st

MUNNS, LESLIE C, Keston, Kent Dec 17 at 12.30 132, York rd, Westminster bridge rd

MURBY, BENJAMIN, Ampney St Mary, Glos, Farmer Dec 17 at 12.30 Off Rec, 33, Regent cir, Swindon

NORTH, JOHN ROBINSON, Woodmansey, York, Farmer Dec 16 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

PAZOLT, ARTHUR NICHOLAS, York st, Westminster, Motor Car Agent Dec 17 at 1 Bankruptcy bldgs, Carey st

POLLOCK, ROBERT, Lower William st, St. John's Wood, Land Agent Dec 17 at 11 Bankruptcy bldgs, Carey st

POWELL, T MORTON, Hoxton, Theatre Proprietor Dec 17 at 12 Bankruptcy bldgs, Carey st

SEARLE, DANIEL, Burnham Market, Norfolk, Grocer Dec 15 at 2.45 Off Rec, 8, King st, Norwich

TOWNSEND, WILLIAM, Stroud, Glos, Corn Merchant Dec 13 at 3.15 Bell Hotel, Gloucester

TUCKER, THOMAS TAPE, Bournemouth, Tailor Dec 15 at 2.30 St Peter's (Small) Hall, Hinton rd, Bournemouth

WARE, ALBERT ERNEST, Manchester, General Merchant Dec 15 at 3 Off Rec, Byrom st, Manchester

WILLSON, FERDINAND JOHN, Newmarket, Hotel Proprietor Dec 13 at 11.40 Coronation Hotel, Newmarket

Amended Notices substituted for that published in the London Gazette of Dec. 2:

HEARD, STANLEY, Bicomsbury st Dec 11 at 1 Bankruptcy bldgs, Carey st

HAZELL, JOHN EDWARD EASTWOOD, Woodham Ferris Essex, General Stores Dealer Dec 10 at 12 14, Bedford row

ADJUDICATIONS.

ARNOLDI, GIBSON, Lombard st, Merchant High Court Pet Pet Aug 21 Ord Nov 29

AUSTWICK, ARTHUR, Ravensthorpe, Wheelwright Dewsbury Pet Dec 1 Ord Dec 1

BAKER, MARY LOUISA, Scarborough Scarborough Pet Dec 2 Ord Dec 2

BAKER, PERCY, Scarborough, Grocer's Traveller Scarborough Pet Dec 1 Ord Dec 1

BREACH, HERBERT ROBERT, SPENDLER, FREDERICK WILLIAM and EDWIN RICHARD BREACH, Lowestoft, Suffolk, Fishing Boat Owners Great Yarmouth Pet Nov 6 Ord Dec 1

CRADDOCK, EDGAR HENRY, Swindon, Wilts, Gent's Outfitter Swindon Pet Nov 20 Ord Dec 2

GIDUMAL, TEKU MULCHAND, Newman st, Oxford st High Court Pet June 12 Ord Nov 29

GJERTSEN, GEORGE EMIEL, and JACOB FREDERIK CHRISTENSEN, Kingston upon Hull, Ship Chandlers Kingston upon Hull Pet Dec 3 Ord Dec 3

JONES, FRANK, Swinton, Commission Agent Salford Pet Nov 26 Ord Nov 28

JONES, MATTHEW, Birmingham, Insurance Broker Worcester Pet Oct 22 Ord Dec 1

LINSELL, JAMES, Hornsey Rise, Builder High Court Pet Oct 24 Ord Dec 2

LORETZ, CHARLES, Salisbury House, London Wall High Court Pet Sept 1 Ord Dec 3

LOWERY, FRANK, Kingston upon Hull, Traveller Kingston upon Hull Pet Dec 3 Ord Dec 3

MEEK, OCTAVIUS, Bridlington, Hairdresser Scarborough Pet Nov 3 Ord Dec 3

NORTH, JOHN ROBINSON, Woodmansey, Yorks, Farmer Kingston upon Hull Pet Dec 1 Ord Dec 1

OKELL, GEORGE, Farnworth, nr Bolton, Grocer Bolton Pet Dec 2 Ord Dec 2

RICHARDSON, HENRY, Framwellgate Moor, Durham, House Furnisher Durham Pet Nov 11 Ord Dec 1

RIMMER, WILLIAM JAMES, Liverpool Liverpool Pet Nov 7 Ord Dec 3

ROSSELL, HENRY DALLMAN, Nottingham, Blouse Maker, Nottingham Pet Dec 2 Ord Dec 2
SAGE, EDWIN GEORGE, and ERNEST CHARLES SAGE, Sittingbourne, Kent, Carriers Rochester Pet Dec 2 Ord Dec 2
SHEPHARD, GEORGE, Warrington, Butcher's Manager Warrington Pet Dec 2 Ord Dec 2
THOMAS, EDWIN, Clydach Vale, Glam, Licensed Victualler Pontypridd Pet Dec 2 Ord Dec 2
TOWNSEND, WILLIAM, Stroud, Glos, Corn Merchant Gloucester Pet Nov 22 Ord Dec 1
WILLIAMS, EDWIN GEORGE, Cheapside, Debt Collector High Court Pet Nov 5 Ord Dec 2
WRIGHT, HAROLD CHARLES, Pinner, Middlx, Coal Salesman St Albans Pet Dec 1 Ord Dec 1

London Gazette—TUESDAY, Dec 9.

RECEIVING ORDERS.

ARROL, WALTER, Lexham gdns York Pet Nov 21 Ord Dec 5
BREBNER, JAMES EDWARD, Newchurch, Isle of Wight, Market Gardener Newport Pet Dec 5 Ord Dec 5
DYTHAM, HENRY JAMES, Whitstable, Kent Canterbury Pet Nov 7 Ord Dec 6
FARWELL, JAMES, Christchurch, Hants, Farmer Poole Pet Nov 20 Ord Dec 5
GROVE, THOMAS EDWIN, Birmingham, Furniture Remover's Manager Birmingham Pet Nov 20 Ord Dec 5
HANNAH, JAMES CAMERON, Northampton, Engineer Northampton Pet Nov 13 Ord Dec 5
HINDLEY, JOHN, Sheffield, Joiner Sheffield Pet Dec 5 Ord Dec 5
JARVIS, ARTHUR HERBERT, East Parkstone, Dorset Stationer Poole Pet Dec 4 Ord Dec 4
KENDALL, FRED FRANKS, and ALLEN KELL BINDLOSS, Birmingham, Motor Engineers Birmingham Pet Nov 17 Ord Dec 4
KING, A H, Rowfant rd, Balham Wandsworth Pet Nov 7 Ord Dec 4
LUCAS, THOMAS, Northampton Northampton Pet Dec 3 Ord Dec 3
MILLER, JOHN SUTHERLAND, Shotton Colliery, Durham Draper Sunderland Pet Dec 2 Ord Dec 2
MONEY, FREDERICK JOHN, Portsmouth, Tailor Portsmouth Pet Dec 3 Ord Dec 3
MUNRO, WALTER, Timberland, Lincs, Dealer Boston Pet Nov 21 Ord Dec 4
PAYNE, ADELINE, Lyndhurst, Hants, Draper Southampton Pet Dec 5 Ord Dec 5
PITMAN, HERBERT, Stanton by Bridge, Derby, Farmer Derby Pet Dec 4 Ord Dec 4
RICHARDSON, DAVID, Castle Hedingham, Essex Cycle and Motor Agent Colchester Pet Dec 6 Ord Dec 6
ROBINSON, HENRY, York, Clothier York Pet Dec 4 Ord Dec 4
SMITH, HENRY PIMLOTT MATHER, Bexhill Hastings Pet Dec 6 Ord Dec 9
STANYARD, FREDERICK, Brampton, Chesterfield, Packer Chesterfield Pet Dec 6 Ord Dec 6
STUHL, I, Aldersgate st, Fur and Skin Merchant High Court Pet Nov 14 Ord Dec 4
TAYLOR, CHRISTIANA, EDWARD TAYLOR and LOUIS ROBSON TAYLOR, Blackhill, Durham, Builders Newcastle-upon-Tyne Pet Dec 2 Ord Dec 2
TODD, RUTHELLA, Windsor Windsor Pet Oct 20 Ord Dec 6
WATSON, THOMAS, East Harlsey, Yorks, Farmer Northallerton Pet Dec 5 Ord Dec 5
WHITELEGG, WILLIAM, Moses Gate, nr Bolton, Carrier Bolton Pet Dec 5 Ord Dec 5
WILLIAMS, JOHN OWEN, Auckland st, Vauxhall, Dairyman High Court Pet Nov 13 Ord Dec 4
WRIGHT, BERTIE, Sibsey, Lincs, Farmer King's Lynn Pet Dec 5 Ord Dec 5

Amended Notice substituted for that published in the London Gazette of Oct 17:

STEAD, HENRY PHILPOTS, JOHN THOMAS CLARK, and RICHARD BELLAMY SHEPPARD, Leeds, Typewriter Dealers Leeds Pet Sept 19 Ord Oct 13

Amended Notice substituted for that published in the London Gazette of Nov 28:

BENNETT, CHARLES THOMAS HAWKE, Allerton rd, Stoke Newington Edmonton Pet June 27 Ord Nov 25

FIRST MEETINGS.

ALEXANDER, EUSTACE CHARLES, Bridgwater, Somerset, Dental Operator Dec 17 at 11.30 Off Rec, 26, Baldwin st, Bristol
BIRD, CLARA HANNAH, Hertford Dec 17 at 12 14, Bedford row
BURRELL, ERNEST ROBERT, Norwich, Baker Dec 17 at 12.30 Off Rec, 8, King st, Norwich
CLAY, JOSEPH HEMPSELL, Sleaford, Lincs, Bricklayer Dec 18 at 12 Off Rec, 10, Bank st, Lincoln
FARWELL, JAMES, Somerford, nr Christchurch, Hants, Farmer Dec 18 at 3.15 Dorchester chmbrs, Yelverton rd, Bournemouth
HANNAH, JAMES CAMERON, Northampton, Engineer Dec 19 at 12 Off Rec, The Parade, Northampton
HUGHES, EDWARD, Halkyn, Flint, Grocer Dec 18 at 12 Crypt chmbrs, Chester
JACQUES, EDWARD, Inworth, Essex, Licensed Victualler Jan 7 at 2 Shire Hall, Chelmsford
JARVIS, ARTHUR HERBERT, Parkstone, Dorset, Stationer Dec 18 at 2.30 Dorchester chmbrs, Yelverton rd, Bournemouth
KING, A H, Rowfa t rd, Balham Dec 17 at 12.15 132, York rd, Westminster Bridge rd
LORD, EDWARD, Huddersfield, Designer Dec 17 at 3 Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield
LOWERY, FRANK, Charles st, Kingston upon Hull, Traveller Dec 17 at 11.30 Off Rec, York City Bank chambrs, Lowgate, Hull
LUCAS, THOMAS, Northampton Dec 18 at 12 Off Rec, The Parade, Northampton
MILLER, JOHN SUTHERLAND, Shotton Colliery, Durham, Draper Dec 21 at 2.30 Off Rec, 3, Manor pl, Sunderland
MONEY, FREDERICK JOHN, Portsmouth, Tailor Dec 18 at 3 Off Rec, Cambridge junc, High st, Portsmouth
MOUNTAIN, WILLIAM EDMUND, Billericay, Essex, Coal Merchant Dec 17 at 3 14, Bedford row
OKELL, GEORGE, Farnworth, nr Bolton, Grocer Dec 17 at 3 Off Rec, 19, Exchange st, Bolton
PAYNE, ADELINE, Lyndhurst, Hants, Draper Dec 17 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
PITMAN, HERBERT, Stanton by Bridge, Derby, Farmer Dec 18 at 12 Off Rec, 12, St Peter's churchyard, Derby
RICHARDSON, HENRY, Framwellgate Moor, Durham, House Furnisher Dec 18 at 2.30 Off Rec, 3, Manor pl, Sunderland
RIMMER, WILLIAM JAMES, Liverpool Dec 18 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
ROBINSON, HENRY, York, Clothier Dec 18 at 3 Off Rec, The Red House, Duncombe pl, York
SAGE, EDWIN GEORGE, and ERNEST CHARLES SAGE, Sittingbourne, Kent Carriers Dec 17 at 2.15 115, High st, Rochester
SHEPHERD, GEORGE, Warrington, Butcher's Manager Dec 17 at 3 Off Rec, Byrom st, Manchester
STUHL, I, Aldersgate st, Fur and Skin Merchant Dec 19 at 11 Bankruptcy bldgs, Carey st
TAYLOR, CHRISTIANA, EDWARD TAYLOR, and LOUIS ROBSON TAYLOR, Blackhill, Durham, Builders Dec 19 at 11 Off Rec, 30, Moseley st, Newcastle upon Tyne
THOMAS, EDWIN, Cydach Vale, Glam, Licensed Victualler Dec 18 at 11.30 Off Rec, St. Catherine s chmbrs, St Catherine st, Pontypridd
WILLIAMS, JOHN OWEN, Auckland st, Vauxhall, Dairyman Dec 19 at 12 Bankruptcy bldgs, Carey st
WRIGHT, HAROLD CHARLES, Pinner, Middlx, Coal Salesman Dec 19 at 12 14, Bedford row

ADJUDICATIONS.

BEVAN, DAVID JOHN, Gorseinon, Glam, Builder Carmarthen Pet Nov 10 Ord Dec 4
BREBNER, JAMES EDWARD, Newchurch, Isle of Wight, Market Gardener Newport Pet Dec 5 Ord Dec 5
DAWSON, PALLISER, Great Winchester st High Court Pet Feb 24 Ord Dec 2
DOYLE, ARTHUR, J., Addle st, Wood st High Court Pet April 24 Ord Dec 5
GROVE, THOMAS EDWIN, Birmingham, Furniture Removers Manager Birmingham Pet Nov 20 Ord Dec 6
HINDLEY, JOHN, Sheffield, Joiner Sheffield Pet Dec 5 Ord Dec 5
JARVIS, ARTHUR HERBERT, Parkstone, Dorset, Stationer Poole Pet Dec 4 Ord Dec 4
JOHNSON, Capt EDWARD FELLIER, Ferry House, Chelsea Embankment gdns High Court Pet Oct 16 Ord Dec 5
JONES, JOSEPH, Cutler st, Houndsditch, Box Manufacturer High Court Pet Oct 28 Ord Dec 4
KENNEDY, SIDNEY SCOTT, Broad st House, Accountant High Court Pet Nov 6 Ord Dec 5
LUCAS, THOMAS, Northampton Northampton Pet Dec 3 Ord Dec 3
MILLER, JOHN SUTHERTON, Shotton Colliery, Durham, Draper and Milliner Sunderland Pet Dec 2 Ord Dec 2
MONEY, FREDERICK JOHN, Portsmouth, Tailor Portsmouth Pet Dec 3 Ord Dec 3
MUNRO, WALTER, Timberland, Lincs, Dealer Boston Pet Nov 21 Ord Dec 4
PAYNE, ADELINE, Lyndhurst, Hants, Draper Southampton Pet Dec 5 Ord Dec 5
PITMAN, HERBERT, Stanton by Bridge, Derby, Farmer Derby Pet Dec 4 Ord Dec 4
RICHARDSON, DAVID, Castle Hedingham, Essex, Cycle and Motor Agent Colchester Pet Dec 6 Ord Dec 6
ROBINSON, HENRY, York, Clothier York Pet Dec 4 Ord Dec 4
SMITH, HENRY PIMLOTT MATHER, Bexhill Hastings Pet Dec 6 Ord Dec 6
STANYARD, FREDERICK, Brampton, Chesterfield, Packer Chesterfield Pet Dec 6 Ord Dec 6
TOD, WILLIAM, Herbert cres Windsor Pet Oct 11 Ord Dec 4
WATSON, THOMAS, East Harlsey, Yorks, Farmer Northallerton Pet Dec 5 Ord Dec 5
WHITELEGG, WILLIAM, Moses Gate, nr Bolton, Carrier Bolton Pet Dec 5 Ord Dec 5
WILLSON, FERDINAND JOHN, Newmarket, Suffolk, Hotel Proprietor Cambridge Pet Nov 27 Ord Dec 5
WRIGHT, BERTIE, Sibsey, Lincoln, Farmer King's Lynn Pet Dec 5 Ord Dec 5

Amended Notice substituted for that published in the London Gazette of Oct. 24:

STEAD, HENRY PHILPOTS, JOHN THOMAS CLARK, and RICHARD BELLAMY SHEPPARD, Leeds, Typewriter Dealers Leeds Pet Sept 19 Ord Oct 20